

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

GERKARRAH JONES, <i>et al.</i> ,  Plaintiffs,  v.  FORD MOTOR COMPANY,  Defendant.	Case No.: 2:24-cv-10721-SFC-DRG  <b>FIRST AMENDED COMPLAINT AND JURY DEMAND</b>
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**FIRST AMENDED COMPLAINT AND JURY DEMAND**

Plaintiffs hereby file their First Amended Complaint against Ford Motor Company and allege as follows:

**PRELIMINARY STATEMENT**

1. Broadly stated, this lawsuit is a breach of warranty/fraud case based on defective transmissions that Defendant Ford Motor Company (“Ford”) installed in Fusion vehicles with model years between 2010 and 2020, inclusive, and Escape vehicles with model years between 2009 and 2021, inclusive. These transmissions were defectively designed and/or defectively manufactured, forced into a manufacturing effort to provide more options than transmission design constraints permitted, and they failed to operate as Ford represented to consumers relying upon said representations. Ford, however, continued to install these defective transmissions in Fusion and Escape vehicles, even though Ford knew of their defects

undisclosed to owners, lessees, and prospective purchasers and lessees. Even worse, Ford repeatedly lied to consumers as to the reasons for the problems consumers experienced. As a result, consumers were and are stuck in unsafe Fusion and Escape autos that have costly repairs and minimal resale value due to the widely discussed Transmission Defects, with used Fusion and Escape sticker prices indicating the market's awareness of the Transmission Defects alleged herein. Due to the Transmission Defects, Ford's failure to remedy these problems, and Ford's fraud on consumers, Plaintiffs have been forced to join the ranks of tens of thousands of consumers who have sued Ford in courts nationwide for several years.

2. The causes of action to this First Amended Complaint ("Complaint") arise out of the warranty obligations of Ford for Fusions and Escapes purchased or leased by Plaintiffs and for which Ford issued a written warranty. Plaintiffs also allege that Ford concealed from Plaintiffs known defects in the transmissions integrated into Plaintiffs' Fusions and Escapes.

### **PARTIES**

3. Defendant Ford Motor Company ("Ford") is a corporation organized and in existence under the laws of the State of Delaware with its principal offices located in the City of Dearborn, Wayne County, Michigan, and registered with the Department of Licensing and Regulatory Affairs to conduct business in Michigan. At all times relevant herein, Ford was engaged in the business of designing,

manufacturing, constructing, assembling, marketing, distributing, selling, and/or importing automobiles and other motor vehicles and motor vehicle components in Michigan.

4. All acts of Ford corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of Ford. All acts of Ford dealers as alleged were undertaken by Ford dealers in their capacity as agents of Ford.

5. As used in this Complaint, the word “Plaintiffs” shall refer to those individuals identified in the charts spanning the following pages who purchased or leased 2010-2020 Ford Fusions and 2009-2021 Escapes equipped with defective 6F35 or similar transmissions. The word “Vehicle” (plural “Vehicles”) shall refer to the 3,034 Fusions and 959 Escapes purchased or leased by Plaintiffs as identified in the charts included later in this Complaint, which Vehicles were designed, manufactured, constructed, assembled, marketed, distributed, sold, and/or imported by Ford.

### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331 because it arises under federal law, to wit, the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* Plaintiffs’ claims are properly aggregable to meet the \$50,000 amount in controversy requirement under 15 U.S.C. § 2310(d)(3)(B). *See Grover v. BMW of N. Am., LLC*, 434 F. Supp. 3d 617, 627 (N.D.

Ohio 2020) (“[u]nder the plain language of the [Warranty Act], multiple plaintiffs’ claims may be aggregated in determining the total amount in controversy.”) (citations and quotations omitted).

7. Pursuant to 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction over the state-law causes of action pled herein because they are so closely related to Plaintiffs’ federal cause of action that they form part of the same case or controversy. Furthermore, the state-law causes of action do not raise novel or complex issues of state law, nor do they substantially predominate over Plaintiffs’ federal claim, and no exceptional circumstances exist that present compelling reasons for declining jurisdiction. *See id.*, at § 1367(c).

8. This Court also has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), for the following reasons: there are more than 100 Plaintiffs joined in this mass action; minimal diversity exists in that at least one Plaintiff is a citizen of a different state than Defendant; and the amount in controversy in this action, when aggregated across the 3,993 subject Vehicles listed above, total more than \$5 million in controversy. Furthermore, less than one-third of the Plaintiffs are citizens of the state of Michigan, where this action is filed, *see id.*, at § 1332(d)(3) and (4).

9. Each Plaintiff seeks damages and other relief which meet and exceed the \$75,000 amount in controversy requirement.

10. The Plaintiffs' damages and requested relief which meet the amount in controversy requirement include:

- a. Actual damages for the money spent to purchase and lease their Vehicles.
- b. Consequential damages;
- c. Incidental damages;
- d. Statutory damages;
- e. Diminution in value of the vehicles;
- f. Revocation of acceptance;
- g. Damages incurred in revoking acceptance;
- h. Refund of the purchase and lease price paid;
- i. Indemnification of each Plaintiff and to hold each Plaintiff harmless with respect to any lease or finance contract cover each of Plaintiffs' vehicles;
- j. Punitive damages;
- k. Exemplary damages;
- l. Disgorgement and restitution of profits, revenue, and benefits; and
- m. Declaratory, equitable, and injunctive relief, including:
  - i. A judicial declaration that the Vehicles' transmissions have a material safety defect;

- ii. A judicial declaration that Ford has breached its warranties issued to Plaintiffs
  - iii. A judicial declaration that Ford failed to comply with the defect notification and remedy requirements contained at 49 U.S.C. § 30118 and 49 U.S.C. § 30120;
  - iv. A judicial decree requiring Ford to comply with the defect notification and remedy requirements contained at 49 U.S.C. § 30118 and 49 U.S.C. § 30120;
  - v. A judicial decree requiring that Ford notify the public and NHTSA of the existence of the Transmission Defects;
  - vi. A judicial decree requiring that Ford recall Plaintiffs' vehicles;
  - vii. A judicial decree requiring that Ford provide an adequate repair for Plaintiffs' vehicles; and
  - viii. A judicial decree requiring that Ford provide replacement vehicles in the event that Ford cannot provide an adequate repair; and
- n. Attorneys' fees and costs.

11. Several of the damages and equitable relief claims—including for compensatory damages, disgorgement, and restitution—relate to the amount Ford charged and received for the Vehicles. As a benchmark of these numbers, Plaintiffs

provide the following manufacturer’s suggested retail prices (“MSRP”) established by Ford for the vehicles (with ranges reflecting the various trim levels offered):

<b>Vehicle</b>	<b>MSRP Low End</b>	<b>MSRP High End</b>
2010 Ford Fusion	\$19,695	\$28,355
2011 Ford Fusion	\$19,850	\$29,000
2012 Ford Fusion	\$20,705	\$29,175
2013 Ford Fusion	\$21,700	\$30,200
2014 Ford Fusion	\$21,970	\$32,600
2015 Ford Fusion	\$22,500	\$32,780
2016 Ford Fusion	\$22,260	\$32,780
2017 Ford Fusion	\$22,120	\$38,750
2018 Ford Fusion	\$22,215	\$38,990
2019 Ford Fusion	\$22,840	\$40,015
2020 Ford Fusion	\$23,170	\$36,450
2009 Ford Escape	\$20,435	\$27,670
2010 Ford Escape	\$21,020	\$27,375
2011 Ford Escape	\$21,240	\$27,920
2012 Ford Escape	\$21,440	\$28,120
2013 Ford Escape	\$22,470	\$32,120
2014 Ford Escape	\$23,100	\$30,850
2015 Ford Escape	\$23,450	\$31,485
2016 Ford Escape	\$23,100	\$31,255
2017 Ford Escape	\$23,750	\$31,000
2018 Ford Escape	\$23,940	\$33,490
2019 Ford Escape	\$24,105	\$34,120
2020 Ford Escape	\$24,885	\$36,835
2021 Ford Escape	\$25,555	\$36,455

12. The MSRP provides a benchmark for the amount Plaintiffs spent and Ford received for the Vehicles—which is relevant to the actual damages, disgorgement, and restitution claims, among others. The MSRP data is also determinative of the minimal leasing terms and structure, including the lease buyout price, by the selling or leasing dealership.

13. The MSRP figures above are provided as an initial benchmark and are subject to amendment as discovery proceeds in this case.

14. This Court has personal jurisdiction over this Defendant because its principal place of business is located in this District, to wit, in the City of Dearborn, County of Wayne, State of Michigan.

15. Because Ford is subject to the Court's personal jurisdiction in this District, it is deemed to reside in this District, 28 U.S.C. § 1391(c)(2), and thus, venue is proper in this District, *id.*, at § 1391(b)(1).

#### **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

16. Upon information and belief, Ford has superior access to each Vehicle's in-service date, applicable warranties, service contract information, and warranty or service contract repair history, as herein described.

17. Plaintiffs bring this action as a consolidated action on the grounds that each of their allegations against Ford are the same or substantially similar; as discussed, *infra*, each of Plaintiffs' Vehicles are equipped with one of Ford's defective transmissions. Vehicles equipped with defective transmissions pose an unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other motorists, pedestrians, and the public at large, because they are susceptible to manifestations of transmission problems while in operation.



18. Each Plaintiff purchased or leased his or her Vehicle primarily for personal, family, or household purposes. Each Vehicle was manufactured and/or distributed by Ford. Express warranties accompanied the sale of the Vehicles to Plaintiffs, by which Ford undertook to preserve or maintain the utility or performance of the Vehicles or provide compensation in case of failure in such utility or performance. In deciding to purchase or lease the Vehicles, Plaintiffs reasonably relied on Ford's warranty protection and the express and implied promises contained therein. The Vehicles were delivered to Plaintiffs with serious defects and nonconformities to warranty, and each developed other serious defects and nonconformities to warranty including, but not limited to, a defective transmission. Plaintiffs experienced the Transmission Defects within the warranty period as extended by Ford and/or the discovery rule.

19. The transmissions in Plaintiffs' Fusions and Escapes are defective in design, materials, and/or manufacture and workmanship. Ford knew of this defective condition prior to selling the subject Vehicles, and further knew that this defective condition can, did, and would continue to manifest in the following ways:

- a. sudden and unexpected shaking,
- b. violent jerking,
- c. bucking and kicking on acceleration (commonly referred to as "shuddering" or "juddering"),

- d. delayed acceleration (especially from a complete stop),
- e. gears slipping,
- f. hesitation on acceleration,
- g. difficulty stopping the vehicle,
- h. lack or loss of motive power,
- i. delayed downshifts,
- j. hard decelerations or ‘clunks’ when slowing down or accelerating at low speeds,
- k. premature wear of the internal components,
- l. transmission failures in the middle of roadways creating an unreasonably dangerous situation that increases the risk of an accident,
- m. catastrophic failures necessitating replacement,
- n. shift flares,
- o. clunking and other objectionable noises, and/or
- p. lurching, surging, or revving.

20. The defect manifestations described above are attributable to one or more of the following:

- a. Failing fluid seal integrity,
- b. Throttle body deficiencies,
- c. Failed torque converter welds,

- d. Driveshaft failure,
  - e. Failed Transmission Control Module (“TCM”) or Powertrain Control Module (“PCM”) updates to limit problems associated with transmission design and/or manufacture,
  - f. Deficient software logic and architecture,
  - g. Deficient calibration values,
  - h. Deficient solenoids,
  - i. Deficient clutch friction materials,
  - j. Deficient rocker one-way clutch,
  - k. Deficient torque converter,
  - l. Automatic transmission fluid (“ATF”) that is not properly suited for use in the 6F35 transmission,
  - m. An undersized fuel pump,
  - n. The vehicle’s design and architecture issues, and/or
  - o. The fundamental inability of the transmission’s software and hardware to work together to effectuate proper gear shifts owing to an overall design that was not sufficiently robust,
- (collectively, the “Transmission Defects”).

21. The Transmission Defects and their manifestations will be addressed in further detail below.

22. The existence of the Transmission Defects is a material fact that each Plaintiff, and any reasonable consumer, would have considered when deciding whether to purchase or lease the Vehicle. Had Plaintiffs known that their respective Vehicle was equipped with a defective transmission exhibiting the Transmission Defects and subject to premature failure, Plaintiffs would not have purchased/leased it at all.

23. As a result of Plaintiffs' reasonable reliance on Ford and its agents' omissions and/or representations, including the express and implied promises included in Ford's warranty protection, each Plaintiff suffered an ascertainable loss of money, property, and value to the Vehicle, including without limitation the purchase price of the Vehicle, interest and finance charges, taxes, registration fees, out-of-pocket costs related to repairs to the transmission, the cost and inconvenience of obtaining alternative transportation, diminution in the value of the Vehicle, and loss of use of the Vehicle. Some Plaintiffs also suffered traffic accidents caused by the Transmission Defects, along with the associated costs and inconveniences. Additionally, as a result of the Transmission Defects, each Plaintiff was harmed and suffered actual damages in that the Vehicle's transmission and related components are substantially certain to fail before their expected useful life has run.

24. Finally, those Plaintiffs forced to sell or trade-in their Vehicle due to expenses related to the Transmission Defects have suffered additional damages due

to harm related to their credit report in the event of forfeiture and/or additional financial strain or loans entered into in order to take possession of an alternate, reliable vehicle.

25. All of the Plaintiffs' Fusions and Escapes were backed by a New Vehicle Limited Warranty ("Warranty"). Ford's Warranty covers any repairs needed to correct defects in materials or workmanship of covered parts. The basic coverage period lasts 36 months or 36,000 miles, whichever comes first, and the powertrain coverage lasts 60 months or 60,000 miles, whichever comes first. The powertrain coverage specifically applies to the engine, transmission and transaxle, drivetrain, and restraint system. Ford explicitly provided the Warranty to all purchasers, lessees, and subsequent purchasers and lessees of Fusions and Escapes throughout the United States. The Warranty assured consumers that Ford would repair any defects in materials or workmanship under normal use.

26. Plaintiffs are the intended third-party beneficiaries of contracts between Ford and its dealers. The dealers are retailers and are not intended to be the ultimate consumers of the Vehicles, and they have no rights under the express warranty agreements provided with the Vehicles nor under implied warranties; the warranty agreements were designed for and intended to benefit the consumers (including Plaintiffs herein) only.

27. The Warranty purports to cover the transmission. However, consumers have complained that their transmissions failed and required replacement both within and just outside the warranty period. Fusion owners and lessees have reported to the National Highway Traffic Safety Administration (“NHTSA”) that Ford’s authorized dealerships are replacing transmissions both within, and just outside, the 60,000-mile warranty period. When such replacements are not being provided under warranty, Plaintiffs have paid significant costs to Ford dealerships for new transmissions out of necessity.

28. These defects and nonconformities substantially impaired the value of the Vehicles to Plaintiffs. This impairment stems from two basic sources. First, the Vehicles fail in their essential purpose because they present an unreasonably high risk of sudden transmission problems, rendering them unsafe in a very material way. Second, the repair warranty has failed its essential purpose because Ford cannot repair the vehicles.

29. Some of the causes of action to this Complaint arise out of the warranty obligations of Ford for a Vehicle purchased/leased by Plaintiffs and for which Ford issued a written warranty. Plaintiffs also allege that Ford concealed the transmissions’ known defects from Plaintiffs. As detailed, *infra*, Ford also misrepresented to Plaintiffs the workings, performance, and reliability of said transmissions.

30. Plaintiffs' Vehicles are all Ford Fusions from model years ("MY") 2010 to 2020, inclusive, or Escapes from MY 2009 to 2021, inclusive, equipped with a 6F35 or very similar transmission:

- a. Most common among Plaintiffs' Vehicles is the 6F35 transmission, touted by Ford as offering more efficient power delivery, better fuel economy and smoother, quieter and more precise shifts than that of options provided by the competition. Plaintiffs who own/lease either a Fusion Sport or a Fusion with a 3.0 liter V-6 engine possess a model which includes as standard equipment the SelectShift control option for the 6F35 transmission. SelectShift allows the driver to shift gears using hand controls without a clutch; upon information and belief, the transmission itself is the same 6F35 present in those without SelectShift with minimal custom alteration to achieve the results described. All automatic, non-hybrid Fusion MYs 2013 through 2020, and many from MYs 2010 to 2012, contain the 6F35 transmission (with or without a SelectShift). The Escape MYs 2009 to 2019 also contain the 6F35 transmission;
- b. A subset of the Escape vehicles in this case (MY 2020-2021) were equipped with an 8-speed transmission closely related to the 6F35: the 8F35. The 8F35 shares the same fundamental architecture and key

component parts as the 6F35—and, as a result, shares the same fundamental Defects, which manifest in the same problems that plague Vehicles with the 6F35 transmission. As a result, vehicles with the 8F35 transmission are substantially similar to those with the 6F35 transmission and are properly included in this mass action.

- c. Hybrids, decidedly far fewer if any exist among Plaintiffs' Vehicles, have an automatic transmission known as a continuously variable transmission, or "CVT"; and
- d. Some Vehicles (MYs 2010 to 2012 Fusions, inclusive) may contain a different type of six-speed automatic transmission known as an Aisin or Aisin Warner transmission. Upon information and belief, none of the Plaintiffs' Vehicles appear to involve this transmission type.

31. Purchasers and lessees of Vehicles equipped with manual transmissions (i.e., "stick shifts") are not part of this litigation.

32. Notwithstanding the various transmission types possibly used in Plaintiffs' Vehicles, commonality exists in the Transmission Defects and the manifestations thereof. Consistent, endemic problems in Fusions and Escapes utilizing the 6F35 transmission have made them subject to countless lemon law claims nationwide; Plaintiffs are informed, believe, and thereon allege that Ford has unique knowledge and information of the extent to which 6F35 transmissions have



failed owners and lessees dating back at least as far as 2009. Owners and lessees of Fusions and Escapes without 6F35 transmissions also report and present defects in their Vehicles that mirror those of 6F35 failures. This refers to a core problem in design and architecture wherein the unique body, engine, performance goals, and overall mechanical demand of the vehicle place improper and damaging forces upon the transmission, resulting in its failure. Plaintiffs believe that the complaints of those owners and lessees of 6F35 Vehicles demonstrate clear, continued evidence of the Transmission Defects; Plaintiffs also contend that failures in non-6F35 Vehicles have merit and are appropriately joined in these consolidated proceedings.<sup>1</sup>

33. Many owners and lessees of automatic Fusion and Escape transmissions, including Plaintiffs herein, frequently complain their Vehicles take an inordinately long time to accelerate from a stop or low speed, exhibit a hard deceleration or “clunk” when drivers either slow down or accelerate at low speeds, shudder and shake or make a loud clunking or knocking sound when the transmission finally selects the appropriate gear ratio, and often fail to accelerate when needed. Finally, in addition to hesitations, slow response, and

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<sup>1</sup> Should the Court find that sufficient commonality does not exist with respect to the 6F35, 8F35, CVT/Hybrid, and Aisin transmissions, Plaintiffs request an opportunity to dismiss any 8F35, CVT/Hybrid, and/or Aisin owners/lessees without prejudice and separately re-file their claims.

jerky/shuddering/bucking behavior, the lifespan of the transmission in Plaintiffs' Vehicles is unreasonably short.

34. Despite variation in transmission type of their respective Vehicles, the Transmission Defects are inherent in and the same for each of the Plaintiffs' Vehicles, and were present, although potentially not symptomatic, at the time of sale.

35. Ford sold and leased Fusions and Escapes with defective 6F35 transmissions despite knowing of the defects and the danger they pose to consumers and other drivers, including Plaintiffs.

36. Because Ford will not notify the public that the 6F35 transmissions are defective, Plaintiffs (as well as members of the public) are subjected to dangerous driving conditions that often occur without warning.

37. Accordingly, Ford has chosen financial gain at the expense of consumer safety by failing to disclose its knowledge of these critical safety defects to consumers, including Plaintiffs.

38. As early as 2009, if not before, Ford was aware of material facts as to the defective condition of the 6F35 transmission but failed to disclose the defect to consumers. As a result of this failure, Plaintiffs have been damaged.

39. Moreover, as early as 2009, if not before, Ford knew or should have known about the safety hazard posed by the defective transmissions before the sale/lease of Plaintiffs' Vehicles based on pre-market testing, warranty claims,

consumer complaints to NHTSA, consumer complaints made directly to Ford and its dealers, and other sources which drove Ford to issue Technical Service Bulletins (“TSBs”) acknowledging the Fusion Transmission Defects. Ford should not have sold, leased, or marketed the Fusion and Escape, including Plaintiffs’ Vehicles, without a full and complete disclosure of the defective nature of the transmissions, and Ford should have voluntarily recalled the Fusions and Escapes long ago.

40. Each of the Plaintiffs in this Complaint requested or desired that Ford fix the defective transmission in their Vehicle, but Ford could not or would not permanently repair it. Because Ford has not devised a comprehensive and effective solution for the Transmission Defects, any repairs Ford attempted are merely temporary stop-gap measures destined to fail in the future.

#### **Design and Development of the Transmissions**

41. The predecessor of the 6F35 transmission was the general 6F transmission architecture, which Ford developed with General Motors for production in calendar year 2006 for MY 2007 vehicles. Exhibit A at 1, General Motors Hydra-Matic & Ford New FWD Six-Speed Automatic Transmission Family; Charles Lewis, General Motors Powertrain; Bryce Bollwahn, Ford Motor Company; SAE 2007 World Congress, Detroit, Michigan; April 16-19, 2007.

42. The transaxle was developed jointly, with approximately 85 percent of the hardware shared or common. *Id.* The result was described as “a common

approach to design and manufacturing engineering. Despite using common suppliers for a majority of parts to leverage economies of scale, both companies are utilizing unique controls and calibrations to tailor the shift feel of the transaxle to fit their brand characteristics.” Exhibit B, New Fuel-Saving 6-Speed Transaxle To Propel Ford Edge To Head Of Crossover Utility Class; Ford Motor Company; November 9, 2005. Ford’s version of this front wheel drive six-speed automatic transmission was the 6F50, and the higher capacity variant, the 6F55. Its initial application was to be the MY 2007 Lincoln MKX and Ford Edge. Exhibit A, at 1.

43. According to a press release introducing the 6F, the new transmission promised better fuel economy and better shifting performance. Ford touted a number of features that purported to make its version of the 6F transmission unique from the competition, representing the transmission as follows:

- a. “a wide span of 6.04 between the transaxle’s lowest and highest gear ratio” to deliver “improved fuel economy and improved acceleration”;
- b. “a low 4.48 gear for satisfying acceleration at launch and a tall, 0.74 overdrive for exceptional fuel economy”;
- c. Smaller ratio step sizes to enable smoother shifts and reduce noise, vibration, and harshness;
- d. Extensive use of CAE modeling on the transaxle case, resulting in a solid housing for the transaxle components that included added

strengthening ribs to “minimize radiated noise and vibration” and additional thickness in some areas of the case for added strength;

- e. “three simple planetary gear sets are designed for robustness and use low-pinion pitch line velocities to reduce noise”;
- f. “All gears are cut using high-precision CNC hobbing, grinding, and honing machines. The transfer and final drive gears are hard-treated for strength, and subsequently ground and honed to provide a more precise fit, thus reducing gear whine”;
- g. First use of an off-axis pump, which takes up much less space in the transaxle;
- h. Use of “only plate clutches for each shift to deliver quiet, smooth shifts throughout the entire ratio span”; and
- i. Ford proprietary control strategies that use “powerful adaptive algorithms” for “fast, responsive shifts throughout the operating range that are smooth yet crisp, which delivers an invigorating driving experience to the customer.”

**Exhibit B.**

44. The following year, Ford installed the 6F50 on the 2008 models of the Ford Taurus, Taurus X, Edge, Mercury Sable, and Lincoln MKX and 2009 Ford Flex and Lincoln MKS.

45. In 2008, Ford announced that it was introducing a new variant, the 6F35, to be initially applied to the 2009 Model Year Ford Escape, Mercury Mariner, and Mazda Tribute vehicles. It was also slated to be applied to 2010 Model Year Ford Fusion and Mercury Milan. **Exhibit C**, *Ford Begins Production of New Mid-Range Six Speed Automatic*; Auto Blog; Sam Abuelsamid; May 8, 2008. Ford touted this new 6F35 variant, like the original 6F transmissions, as a boon to fuel economy, while providing smooth, efficient shifting: “The new 6F35 front-wheel-drive transmission offers a 4 to 6 percent improvement in fuel economy versus conventional 4- and 5-speed automatics, in addition to improved acceleration.” **Exhibit D**, *Ford's New 6-Speed Automatic Transmission Offers 4-6 Percent Fuel Economy Improvement*; press release; Ford Motor Company; May 7, 2008, PDF pg. 3.

46. Again with the 6F35 transmission, similar to the 6F, Ford boasted a host of improvements:

- a. A greater gear span, that allows the engine to operate at more optimum combinations of speed and load;
- b. Patented one-way rocker clutches allow for smoother, quieter, more precise shifts. Working like a socket wrench, the rocker clutches spin freely one way, but securely lock in the other direction. As result, gears are engaged and disengaged more quickly;

- c. A chain-driven secondary gear set, with specifically designed with random-size links that reduces noise, vibration, and harshness;
- d. Unique pump-filter interface that eliminates pump whine; and
- e. Fluid fill for life – a special blend of transmission fluid is maintenance free for the life of the gearbox.

**Exhibit D**, at 3.

47. The news coverage of this transmission consistently shows that most, if not all, of the 6F variants were produced at the Van Dyke Transmission Plant, including the 6F35 and the CVT.

48. In 2012, Ford also produced a continuously variable transmission (“CVT”) for its hybrid vehicles, the Hybrid HF35. The HF35 was introduced in the 2013 C-MAX Hybrid, Plug-In Ford C-MAX Energi, Fusion Hybrid, Ford Fusion Energi, and the Lincoln MKZ. **Exhibit E**, *Ford Says Homegrown CVT Key to Speed, Fuel Economy of New Hybrids*; Ward’s Auto; August 17, 2012.

49. The Transmission Defects are, upon information and belief, part of an aggressive effort by the manufacturer to provide variety to vehicle builds, which has occurred at the expense of reliability. The transmissions used in Plaintiffs’ Vehicles failed to provide that reliability due in part to their need to be interchangeable at the build stage. Ford produced multiple, inadequate transmission solutions that have consistently failed owners and lessees. The effort to build “both HF35 [the hybrid

CVT], and 6F35, a conventional six-speed automatic transmission, simultaneously” while using a variety of transmission systems in one common body/unit has been one of several factors resulting in a flawed transmission design. **Exhibit F**, *Ford Celebrates Production of First North American FWD Hybrid Transmission*, Torque News press release; Don Bain; Aug. 2, 2012. These failures manifest in the Transmission Defects, including failing fluid seal integrity, throttle body deficiencies, driveshaft failure and the need for repeat PCM updates to try to limit the problems caused by overall design and architecture issues.

#### **Ford Aggressively Marketed the Fusion, the Escape, and Their Transmissions**

50. Ford aggressively marketed the Fusion, particularly its much-touted transmissions, and continued to do so long after discovering, or having sufficient notice to discover, the Transmission Defects.

51. In touting the 2010 Fusion, Ford further pushed the narrative that customization was critical to its marketing effort on the vehicle: “Manual or automatic – it’s time to shift your state of mind. Take the new 6-speed manual for a spirited drive. Pair the smooth-shifting 6-speed automatic with the 2.5L I-4 engine for max mileage. Or let the new 6-speed SelectShift Automatic™ choose the optimal gear for any situation – while giving you the power to shift for yourself whenever you want. It’s the best of both worlds.” **Exhibit G**, 2010 Marketing Brochure, at 3.



52. Ford emphasized the new 2010 Fusion transmissions, and variations available, to dealers as a selling point: “New 6-speed automatic transmission includes Grade Assist Mode, is available on the 2.5L Duratec I-4 engine and is standard with the 3.0L V6 engine. All-new 6-speed SelectShift Automatic transmission is standard on Fusion SPORT and standard with the 3.0L V6, allowing the driver the choice of a clutchless manual shifting mode.” **Exhibit H**, 2010 Tech Info, at 8.

53. Despite being aware of the Transmission Defects, Ford continued to tout the transmissions in marketing materials for the 2011 Fusion: “Get up to 33 mpg hwy with the I-4 and a smooth-shifting 6-speed automatic transmission. . . . The V6 is mated to a 6-speed SelectShift Automatic<sup>TM</sup> that chooses the optimal gear for any situation, while giving you the power to shift for yourself whenever you want. It’s the best of both worlds.” **Exhibit I**, Ford 2011 marketing brochure, at 3 (footnote omitted).

54. Tech info on the 2011 Fusion also explicitly highlighted the defective six-speed automatic transmission, misrepresenting it as follows:

- Wide 6.04:1 gear ratio delivers good fuel economy and performance;
- Includes Grade Assist Mode;

- Short first and second gears provide impressive launch and acceleration;
- Tall overdrive gear is designed to provide better fuel economy;
- Short steps between intermediate gears enhance performance and feel by finding the right gear for the most-efficient operating conditions;
- Every part of the transmission is designed to provide smooth, quiet operation;
- Transmission fluid is “filled for life” to help lower cost of ownership.

**Exhibit J**, 2011 Fusion tech info, at 10.

55. Ford’s 2011 Fleet Guide, which discusses multiple models, also specifically highlights the new six-speed transmissions found in the Ford Fusion. Under the heading, “Interior Quietness,” Ford states that its “new 6-speed automatic transmissions are subjected to hundreds of hours of durability and noise, vibration and harshness (NVH) testing.” **Exhibit K**, 2011 Fleet Guide, at 4. Ford also claims that it is “boosting transmission efficiency by shifting to advanced 6-speed gearboxes. With more gears, Ford powertrains have a broader range from which to select the optimum mix of engine torque and horsepower for different driving situations. Bottom line: better acceleration, better mileage.” *Id.*, at 5. Ford

emphasizes that the 2011 Fusion contains Ford's new "6-speed SelectShift Automatic<sup>TM</sup> transmission." *Id.*, at 14.

56. Ford's 2012 Fusion marketing brochure touts the six-speed automatic transmission's contribution to "fuel economy a similarly equipped Camry and Altima can't beat," and describes the SelectShift automatic transmission as "the best of both worlds. Shift whenever you want, or let it choose the best gear for you." **Exhibit L**, 2012 Marketing Brochure, at 4, 10.

57. The tech info for the 2012 Fusion describes the following "key features" of the six-speed automatic transmission: "Engineered for quiet and high quality; Hard-finish gears for precise fit and reduced gear whine; Die-cast aluminum housing helps reduce noise; Optimized pump porting helps reduce transmission fluid pressure "ripple" and noise; SelectShift Manual Mode allows driver to change gears, up or down, without using a clutch and automatically protects against damaging shift scenarios." **Exhibit M**, 2012 Fusion Tech Info, at 10.

58. Ford continued to tout the Fusion and its transmissions year after year, despite the known-but-concealed Transmission Defects. Ford marketed the 2013 Fusion as possessing "instantaneous low-end torque responsiveness and virtually no turbo lag," and able to "squeeze maximum power and efficiency from each drop of fuel." Ford described the six-speed SelectShift Automatic as an "advanced technolog[y]" that would "help Fusion achieve 37 mpg hwy. A 175-hp 2.5L iVCT

I-4 engine with 6-speed SelectShift Automatic is standard, rounding out an impressive gasoline engine lineup.” **Exhibit N**, 2013 Fusion Marketing Brochure, at 4 (footnotes omitted).

59. Again in 2014, Ford pushed the defective transmissions as providing benefits for consumers: “Bridges the gap between power and efficiency. Fusion supplies both. With robust low-end torque and virtually no turbo lag, EcoBoost technology squeezes maximum power from each drop of fuel. Along with impressive efficiency. Equipped with a new 1.5L EcoBoost that’s mated to a 6-speed SelectShift® automatic transmission, Fusion has an EPA estimated rating of 36 hwy mpg. . . . For performance-minded drivers, a 240-hp, 2.0L EcoBoost teams with a SelectShift automatic, whose 6 speeds can be paddle shifted from the steering wheel.” **Exhibit O**, 2014 Fusion Marketing Brochure, at 4 (footnotes omitted).

60. Ford made similarly misleading claims in the marketing brochures for the 2015, 2016, and 2017 Fusions. *See, e.g.*, **Exhibit P**, 2015 Fusion Marketing Brochure, at 4 (claiming that the SelectShift transmission would please “performance-minded drivers”); **Exhibit Q**, 2016 Fusion Marketing Brochure, at 3 and 6 (in addition to boosting power and efficiency, SelectShift transmission would “[u]p the fun-to-drive factor even more”); and **Exhibit R**, 2017 Fusion Marketing

Brochure, at 5 (listing the “thoughtfully redesigned” SelectShift transmissions as one reason why the “Fusion engine lineup has never been stronger”).

61. Ford made the same or substantially similar representations about the Escape as those made about the Fusion, summarized above.

62. The difference between Ford’s representations about the Fusion and Escape transmissions and Plaintiffs’ actual customer experience is breathtaking.

### **The 6F35 Transmission Defect**

63. Modern automatic transmissions are comprised of complex, interconnected arrays of software and hardware systems which must operate together to ensure proper gear shifts. The Transmission Defects plaguing the Plaintiffs’ Vehicles reflect a fundamental design failure with respect to the software, hardware, and how they work together. To understand why, it is first necessary to provide a brief background of the software and hardware systems comprising modern automatic transmissions, along with the consequences of their failure to operate as intended.

#### ***The software and command-and-control system.***

64. At its core, the primary function of an automatic transmission is to select the appropriate gear ratio that optimizes the vehicle’s performance and efficiency based on various parameters such as vehicle speed, engine load, and driver input. Achieving this requires the transmission’s control software to continuously

monitor and analyze data from multiple sensors throughout the vehicle, including those measuring engine speed (“RPM”), throttle position, vehicle speed, and more.

65. The command-and-control system operating the transmission is comprised of the Engine Control Module/Unit (“ECM”/“ECU”), Transmission Control Module/Unit (“TCM”/“TCU”), and Powertrain Control Module/Unit (“PCM”/“PCU”), which host the software and calibration values.

66. The software is the framework providing for the gear shift sequences, logic, and timing. The software also gathers data, including feedback from an issued command.

67. The calibration, in turn, refers to the individual values that are input into that software to adjust for variations in the build of the vehicle, component aging, and other factors requiring tuning of the software over time.

68. The command-and-control system must be sufficiently robust to accommodate the way vehicles are driven in the real world and must account for, among other things:

- a. Multiple Gear Ratios: Modern transmissions, with their increased number of gears, offer a wider range of gear ratios. This breadth enables better fuel efficiency and improved performance but also requires the software to make more decisions about when and how to shift gears. The software must determine the optimal timing for gear changes to

ensure smooth transitions, all while minimizing fuel consumption and maximizing performance.

- b. Adaptive Shift Strategies (a/k/a Adaptive Learning or Learning Algorithms): The software must account for various driving styles and conditions, adjusting its shift strategy accordingly. For instance, it might choose a different shift pattern for aggressive driving compared to economical driving. This adaptability requires sophisticated algorithms capable of learning and predicting the best shift points based on real-time data.
- c. Hardware Limitations and Sequences: The physical design of the transmission hardware imposes certain constraints on how and when gear shifts can occur. For example, shifting from one gear to another might necessitate passing through intermediate gears or require specific timing to ensure the gears engage smoothly without causing wear or damage. The software must navigate these hardware-imposed sequences, managing the actuation of clutches, valves, and other components to execute gear changes smoothly.
- d. Fault Management and Diagnostics: Beyond managing gear shifts, the software also plays a crucial role in monitoring the health of the transmission. It must detect and diagnose faults, sometimes adjusting

the transmission's operation to prevent damage while alerting the driver to maintenance needs. This adds another layer of complexity, as the software must integrate robust fault detection and management routines.

69. In essence, the software's complexity is a direct response to the demands of managing an advanced mechanical system under a wide range of operating conditions and constraints. It must not only ensure that gear shifts occur at the optimal times but also adapt to the limitations and requirements of the transmission's hardware, all while prioritizing efficiency, performance, and reliability.

70. The command-and-control system can be defective for a variety of reasons, including errors in the software coding and insufficiencies in the computer chips (e.g., deficient memory, deficient processing speed, etc.).

71. Another potential failure in the command-and-control scheme is a divergent learning algorithm, in which the learning algorithm produces results that are inconsistent with the software's decision logic.

72. An insufficiently robust command-and-control system (*i.e.*, a defective command-and-control system) impairs the ability of the transmission to properly shift gears with the right timing and in the right sequences.



73. The problems affecting Plaintiffs' vehicles—including delayed acceleration, harsh acceleration, shuddering, juddering, lurching, surging, and the other common complaints discussed throughout this Complaint and cited in the consumer complaints to NHTSA summarized below—are consistent with improperly designed and executed software code, insufficient computer chips, deficient calibration values, divergent learning algorithms, and other characteristics of a defective command-and-control system.

***The transmission hardware.***

74. Modern automatic transmissions are complex electrohydraulic systems comprised of thousands of hardware components. Those components include the clutches, friction plates, reaction discs, solenoids/valves, sensors, automatic transmission fluid ("ATF"), and other parts.

75. The ATF is the lifeblood of the transmission. It is pushed and allowed to flow throughout the system at the appropriate times in order to effectuate gear shifts by clamping the pertinent clutches together at the pertinent times.

76. The ATF, in turn, is channeled throughout the transmission via the opening and closing of electronic solenoids (a/k/a valves) which allow the ATF to flow and clamp the pertinent clutches at the desired timing.

77. The clutches include friction plates and reaction discs which are pressed together when the clutch is applied. The friction plates contain groove patterns to allow the two to remain clamped together.

78. Other key components include: the torque converter, which connects the primary power source to the automatic transmission; the oil pump, which pressurizes the ATF; and the one-way rocker clutch, which rotates in just one direction and locks in another direction, which helps to mitigate shift shock and slipping as a result of low oil pressure when the vehicle starts.

79. An insufficiently robust hardware system (*i.e.*, a defective hardware system) impairs the ability of the transmission to properly and reliably change gears. For instance, a solenoid which fails to actuate at the correct time can cause a delayed gear shift because it does not release ATF when needed to clamp the pertinent gears.

80. Moreover, the hardware components must be sufficient not only in isolation, but also compatible with one another. For instance, the ATF and the clutch plates must have frictional characteristics compatible with one another, with those characteristics including the chemical composition of each and the viscosity of the ATF. If the clutch plates and ATF are mismatched, the clutch may not engage smoothly, which can manifest as shuddering or juddering during gear shifts, slipping (where the engine revs but the increase in vehicle speed is delayed), or even failure to engage gears.

81. The problems affecting Plaintiffs' vehicles—including delayed acceleration, harsh acceleration, shuddering, juddering, lurching, surging, and the other common complaints discussed throughout this Complaint and cited in the consumer complaints to NHTSA summarized below—are consistent with deficient solenoids which do not actuate at the correct times, friction and groove plates that are unable to properly clamp together as required, ATF that is not properly matched to the system's needs, undersized oil pumps that cannot pressurize the ATF to the extent required, and other characteristics of a defective hardware system.

***System failure: software and hardware unable to work together.***

82. Transmissions can fail because a single component is defective, several components are defective, or because the design as a whole is insufficiently robust such that its individual components simply are not able to operate together as needed to effectuate proper shifts.

83. In other words, sometimes a shift problem can be isolated to a single part that can be swapped out with another (e.g., a sticky solenoid that fails to actuate at the right time could be remedied by replacing it with another solenoid).

84. But other problems are the result of multiple deficient components or fundamental mismatches between the software and hardware. For instance, a software architecture that would allow for proper control over one transmission might be completely unable to provide reliable control over one with different

hardware which requires different timing and parameters for gear shifts. In that latter scenario, neither the hardware nor the software would necessarily be defective standing alone. However, their implementation together would nonetheless result in a defective design because the software and hardware would be unable to operate properly with one another.

85. In other words, modern automatic transmission engineering embodies a balancing act, trading off between hardware quality and software sophistication to ensure an overall cohesive, robust design. This balancing act is pivotal because it acknowledges that the performance and reliability of the transmission is contingent not merely on the individual sufficiency of its software or hardware components but on their harmonious integration and mutual support.

86. In this context, and as described above, the hardware refers to the physical components of the transmission system—gears, valves, and sensors, among others—whose quality and design precision directly impact the system's efficiency and durability. On the other hand, the software is responsible for controlling these components, making real-time decisions to adjust gear ratios, manage power distribution, and optimize overall vehicle performance based on a multitude of sensors and inputs.

87. The engineering challenge lies in ensuring that the software is adept enough to compensate for any hardware limitations without overcomplicating the

system or introducing new points of failure. Similarly, high-quality hardware can reduce the burden on software, allowing for simpler, more reliable control strategies. Even with no single component (software or hardware) being defective in isolation, a mismatch between the two—such as overly ambitious software algorithms attempting to control underperforming hardware, or superior hardware being underutilized by simplistic software—can lead to a transmission system that is fundamentally defective.

88. This type of defect arises from the system's inability to perform its intended function reliably under all expected conditions. It is a systemic failure, rooted in the interdependence of software and hardware. Such a failure highlights the necessity of viewing the transmission not as a collection of discrete parts but as an integrated whole. The ultimate goal is to engineer a system where hardware and software are not just compatible, but synergistic, enhancing each other's strengths and compensating for weaknesses. This systems-level approach is critical for avoiding the pitfalls of focusing too narrowly on component-level performance, ensuring instead that the transmission reliably and properly operates as a unified, cohesive system.

89. As detailed below, Ford issued a litany of technical service bulletins in hopes of correcting various problems with the 6F35 transmission.

90. The number of TSBs is consistent with an inability of the software and calibration team to implement code and calibration values sufficient to ensure reliable and proper control over the transmission.

91. The inability of the engineers to develop a reliable command-and-control system indicates that the problem with the 6F35 transmission is not isolated to a single hardware component or single aspect of the software operation.

92. For instance, if the problem was solely due to a bad solenoid design, Ford could have issued a service bulletin to simply swap out those solenoids with properly functioning ones in order to completely eliminate the problem.

93. Similarly, if the problem were simply isolated to a bad calibration value, a single calibration update would solve the issue. But that's not the case given the extensive history of service bulletin recalibration efforts summarized below.

94. By way of analogy, the technical history of the 6F35 transmission is similar to that of a classic Whac-A-Mole game; *i.e.*, each time Ford implemented a proposed fix via a bulletin, a new issue emerged and/or that same issue was not completely resolved.

95. Additionally, if the defect were confined to a single component or calibration value, then a discrete symptom list would be expected.

96. Here, however, the Plaintiffs' Vehicles have exhibited a wide array of symptoms which are consistent with the wide array of symptoms contained in

complaints submitted to NHTSA, as stated below (e.g., delayed acceleration, shudder, judder, harsh engagement, clunking, violent jerking, flaring, lurching, surging, etc.). Moreover, the defects manifest under varying circumstances, including on the first shift of the day, after a cold start, during the reverse-to-drive maneuver, between 1-2 shifts, 2-3 shifts, 5-6 shifts, etc., as seen in the attached NHTSA complaints (**Exhibits S and T**) and in the bulletins attached at **Exhibit U**.

97. The wide-ranging defect manifestations point towards fundamental flaws in the design that are not isolated to a single part or calibration value, and as a result manifest in varying ways and under varying circumstances.

98. In short: the defects plaguing the 6F35 transmissions are fundamental in nature. The design and execution of the software and hardware simply did not produce a cohesive system that was capable of reliable and proper control. These fundamental flaws would be uniquely known to the engineers working within Ford, who are technical subject matter experts with experience, education, and access to data and documents not available to the public, including Plaintiffs.

### **The Transmission Defects Pose an Unreasonable Safety Hazard**

99. The Transmission Defects pose an unreasonable safety hazard. Hesitations, slow/no responses, hard braking, or catastrophic transmission failure impair drivers' control over their vehicles, which significantly increases the risk of accidents. For example, turning left across traffic in a vehicle with delayed and

unpredictable acceleration is unsafe. In addition, these conditions can make it difficult to safely change lanes, merge into traffic, turn, brake slowly, accelerate from a stop light/sign, and accelerate onto highways or freeways. Similarly, the defects can cause vehicles to unexpectedly lurch or surge forward as the transmission changes gear in an unpredictable and unintended manner, which, in turn, can cause the vehicle to strike another vehicle, object, or person.

### **Complaints Lodged with NHTSA**

100. Federal law requires automakers like Ford to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement (backed by criminal penalties) compelling the confidential disclosure of defects and related data by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

101. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including and especially those that are safety-related. *Id.* Thus, Ford knew, or should have known, of the many complaints about the Transmission Defects logged by NHTSA’s Office of Defects Investigation (“ODI”),



and the content, consistency, and large number of those complaints alerted, or should have alerted, Ford to the Transmission Defects.

102. For years, owners and lessees of Fusions and Escapes have publicly complained to the United States government about the Transmission Defects. The ODI is an office within NHTSA. ODI conducts defect investigations and administers safety recalls to support NHTSA's mission to improve safety on the Nation's highways. All automobile manufacturers routinely monitor and analyze NHTSA complaints because this information is used in determining if a safety issue exists or, at minimum, if a recall is warranted due to product issues. Indeed, automobile manufacturers are required by law to report any potential safety defects to the United States government and its consumer-protection entities.

103. Numerous complaints made to NHTSA and elsewhere online demonstrate that the Transmission Defects in the Fusion are widespread and dangerous, and that they manifest without warning. The complaints also indicate Ford's awareness of the problems with the transmissions and the Transmission Defects, including how dangerous they are for drivers. Numerous complaints to NHTSA about the Transmission Defects are attached: 423 complaints relating to the 6F35 transmission in **Exhibit S**, and 150 complaints relating to the CVT in **Exhibit T**. These safety complaints detail the same Transmission Defects Plaintiffs complain of. Spelling and grammar mistakes remain as found in the originals.

104. Plaintiffs point to the numerous reports of similar Transmission Defects contained in the attached NHTSA complaints as evidence of the wide-spread nature of the Transmission Defects and Ford's notice and knowledge regarding same.

**Ford Had Superior and Exclusive Knowledge of the Transmission Defects**

105. Ford had superior and exclusive knowledge of the Transmission Defects and knew or should have known that the defects were not known or reasonably discoverable by Plaintiffs before they purchased or leased their Vehicles.

106. Plaintiffs are informed and believe and based thereon allege that before Plaintiffs purchased/leased their Vehicles, and since at least 2009, Ford knew about the Transmission Defects, through access to pre-release testing data, early consumer complaints to Ford and its dealerships serving as its representatives for warranty-covered repairs, testing conducted in response to those complaints, high failure rates and replacement part sales data, consumer complaints to NHTSA (which Ford routinely monitors), by developing Technical Service Bulletins in an effort to address the Transmission Defects, from consumer complaints and discussion data collected and analyzed by Ford at significant cost by the company, and through other aggregate data collected from Ford dealerships.

107. Ford is uniquely knowledgeable in the design and manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, on incoming components, including transmissions, to

verify the parts are free from defect and align with Ford's specifications. Thus, Ford knew or should have known the transmissions were defective and prone to placing drivers in dangerous positions due to the inherent risk of the defects.

108. Additionally, on information and belief, Ford knew of the impact of these defects from the sheer number of reports received from its dealerships. Ford interacts with individual dealerships to identify potential common defects and has received numerous reports regarding the Transmission Defects, which led Ford to develop and release (to dealerships—not the public) the related TSBs. Ford also collects and analyzes field data including, but not limited to, repair requests made at dealerships, technical reports prepared by engineers who have reviewed vehicles for which warranty coverage is being requested, parts sales reports, and warranty claims data.

109. Ford maintains a customer service hotline, with dedicated call centers located in Melbourne, FL, and elsewhere to receive and address consumer concerns regarding its products. These calls can result in repair escalations, warranty extensions, buyback reviews, etc. Data collected regarding the nature of calls, the products causing concern, and more would be in the exclusive possession of Ford Motor Company, providing the company with notice of the Transmission Defects and the impact thereof on owners and lessees.

110. Finally, on information and belief, Ford knew of the public's concerns regarding concerns regarding defects from the sheer number of online postings made about the topic on social media platforms, including forums, blogs, social platforms and more, on which data was collected on behalf of the company by a third-party vendor. Ford regularly interacts with individual posters on these digital landscapes to identify potential common defects and regularly receives reports regarding consumer concerns via the social media customer service programs it actively maintains. On information and belief, Plaintiffs allege Ford also collects and analyzes data from online postings including, but not limited to, product failure rates, concerns regarding failed repair efforts, repair requests made at dealerships, consumer experiences shared with online customer service agents, and more.

111. Ford's warranty department similarly analyzes and collects data submitted by its dealerships in order to identify repair trends in its vehicles. Upon information and belief, to secure reimbursement for warranty covered repairs, Ford's dealerships must provide the manufacturer with detailed documentation of the problem or condition and the fix employed to correct same.

112. Indeed, shortly after the Fusion and Escape were introduced to consumers, including Plaintiffs, Ford began rolling out a continuous series of TSBs in respect of the Transmission Defects and/or powertrains. *See Exhibit U*, Compilation of Fusion Transmission TSBs.

113. The TSBs detail the same Transmission Defects that Plaintiffs complain of here, proving that Ford knew well that its Fusion transmissions were not functioning as marketed or expected, and that they were defective and not fit for their intended use. They also suggest that Ford was aware of some potential causes of the Transmission Defects.

114. To the extent a given transmission model is similar from year to year, and relies on similar components, the TSBs from previous model years did or should have alerted Ford that similar Transmission Defects would manifest in current and future model years using the same transmissions or transmission components. Ford had the superior and exclusive knowledge of the degree to which Fusion transmissions were similar from model year to model year.

115. One of the earliest TSBs relating to the Transmission Defects was TSB 9-18-13, issued by Ford on September 21, 2009, and entitled, “6F35- Harsh 3-1 or 2-1 Rolling Stop Downshift- Hesitation During Low Speed Maneuvers - 2-3 or 3-4 Upshift Flare Cold Starts -No DTCs.”<sup>2</sup> **Exhibit U**, TSB Compilation, at 1. This TSB shows Ford’s knowledge that some 2009 Escapes and 2010 Fusions “exhibit harsh 3-1 or 2-1 rolling stop downshift or downshift hesitation during throttle tip-in/tip-out 3-4-2 downshift maneuver at vehicle speeds between 20-40 MPH (32-64 Km/h).

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<sup>2</sup> DTC stands for Diagnostic Trouble Codes.

Also may have 2-3 or 3-4 upshift flare during cold starts (engine off for 2 or more hours).” Ford suggests reprogramming the powertrain control module (“PCM”) to address the problem. *Id.*

116. Multiple other TSBs were released relating to Transmission Defects in just the 2009-10 Escapes and 2010 Fusions equipped with 6F35 transmissions:

- a. TSB 10-1-7, released on February 1, 2010, relating to “Harsh Engagements/Shifts”;
- b. TSB 10-12-12, released on July 5, 2010, relating to “malfunction indicator light on 5th gear drive away (Transmission Failsafe) after using the Grade Assist option on a steep downgrade”;
- c. TSB 10-21-9, released on November 8, 2010, relating to “6F35 Transmission - Harsh 2-3 Upshift - 3-4 Upshift Flare – Harsh Rolling Engagement”; and
- d. TSB 11-12-8, released on December 22, 2011, relating to “Harsh 1-2 Shift, 2-3 Shift Flare or Intermittent Delayed or Harsh First Engagement with No DTCs.”

**Exhibit U.**

117. Other TSBs relate to similar Transmission Defects in other Fusion and Escape model years, each showing that Ford knew, from before the TSB’s issue date, of the Transmission Defects but did not share that knowledge with Plaintiffs or other

prospective consumers. The TSBs in **Exhibit U** describe Ford's knowledge of the following manifestations of the Transmission Defects:

- a. "2-3 Shift Flare Occurs When Vehicle is Cold or an Intermittent Delayed/Harsh First Engagement," TSB 11-9-9 regarding the 6F35 in 2011 Escapes and Fusions, issued on Sept. 20, 2011, *Id.*;
- b. "Intermittent Harsh 1-2 or Harsh 5-6 Shift, Late 4-5 (2.5L) or 4-5 Shift Flare Cold," TSB 12-6-12 regarding the 2011-2012 Escape and Fusion's 6F35, issued on June 30, 2012, *Id.*;
- c. "6F35 Transmission - Fluid Leak at Left Side Halfshaft Seal" "due to wear on the transmission case bushing," TSB 16-0043 regarding the 2009-2014 Escapes and 2010-2014 Fusions, issued on March 15, 2016, *Id.*;
- d. "6F35 - Harsh Transmission Engagement During Active Start/Stop Event and DTC P0C27," which "may be caused by air entering the transmission fluid auxiliary pump supply tube," TSB 16-0111, regarding the 2014-2016 Fusions, issued on September 1, 2016, *Id.*;
- e. "Rolling Reverse to Drive Engagement Shudder" on 2015-16 Escapes and 2016 Fusions with a 2.0L gasoline turbocharged direct injection engine, TSB 16-2037, issued on September 14, 2016, *Id.*;

- f. “2.5L- Drive to Reverse Delayed Engagement/Shudder” on 2016 Escapes and Fusions with a 2.5L engine “when the throttle is applied during reverse engagement,” TSB 16-0125, issued on September 21, 2016, *Id.*; and
- g. “the studs that retain the torque converter to the engine flexplate may have been improperly welded . . . [and] may detach from the torque converter leading to loss of motive power,” TSB 17S16 – Supp 2, issued on June 12, 2018, *Id.*

118. On information and belief, each TSB issued by Ford was approved by managers, directors, and/or other executives at Ford. Therefore, on information and belief, Ford’s managers, directors, and/or executives knew, or should have known, about the Transmission Defects, but they refused to disclose the Transmission Defects to prospective purchasers and owners/lessees, and/or otherwise actively concealed the Transmission Defects.

119. Reasonable consumers, like Plaintiffs, expect that a vehicle’s transmission is safe, will function in a manner that will not pose a safety risk, and is free from defects. Plaintiffs further reasonably expect that Ford will not sell or lease vehicles with known safety defects, such as the Transmission Defects, and will disclose any such defects to its consumers when it learns of them. Plaintiffs did not



expect Ford to fail to disclose the Transmission Defects to them and to continually deny their existence.

**Ford's Concealment of the Transmission Defects**

120. Ford never disclosed the notice and knowledge reflected in its TSBs cited herein to any Plaintiff or other prospective purchaser/lessee of a Fusion or Escape.

121. Ford never disclosed the Transmission Defects to Plaintiffs prior to or at any point during the ownership/lease of their Vehicles, and Ford has never instructed its dealerships to disclose the Transmission Defects to drivers or potential purchasers or lessees of Fusions and Escapes. With respect to those Plaintiffs that purchased a previously owned Fusion with Transmission Defects, which had been repaired for same by a Ford authorized dealership, the existence of said repairs was not disclosed as required to said Plaintiffs.

122. The Transmission Defects were not known or reasonably discoverable by the Plaintiffs before purchase or lease of their Vehicles; or without experiencing the defects first-hand and exposing themselves to an unreasonable safety risk.

123. Ford has remained silent even as it issued service bulletins, conducted internal investigations, and witnessed the failure of the transmissions via its dealership service records and documented customer complaints.

124. Ford's refusal to publicly acknowledge the Transmission Defects created widespread misinformation and confusion. Ford's failure to notify consumers, dealerships, or auto-technicians of known defects in the Fusion transmissions prevented early and effective diagnosis and repair of the Transmission Defects.

125. As a result of Ford's inaction and silence, Plaintiffs were entirely unaware that they had purchased/leased and continued to drive an unsafe and unreliable vehicle. As Ford knows, a reasonable person would consider the existence of the Transmission Defects to be a material and important fact to be disclosed at the time of purchase/lease; had the Transmission Defects been disclosed prior to the time of purchase/lease, Plaintiffs would not have purchased/leased their Vehicle, or would have paid substantially less for it.

**Ford Has Actively Concealed the Transmission Defects**

126. Despite its knowledge of the Transmission Defects in the Fusions and Escapes, Ford actively concealed the existence and nature of the Defects from Plaintiffs and instructed its dealer-agents to do likewise. Specifically, Ford failed to disclose and actively concealed the following at and after the time of purchase, lease, or repair:

- a. all known material defects or material nonconformities of the Vehicles, including the defects pertaining to their transmissions;

- b. that the Vehicles, including their transmissions, were not in good working order, were defective, and were not fit for their intended purpose in that the Transmission Defects seriously compromise the Vehicles' safety, can render the Vehicles inoperable, and/or dramatically reduce the life and range of the Vehicles;
- c. that the Vehicles and their transmissions were defective, despite the fact that Ford learned of such defects as early as 2009, if not before; and
- d. that consumers had expressed directly to Ford, or indirectly through channels monitored by Ford, their concerns about Transmission Defects in their Fusions and Escapes.

127. When consumers present their Fusions and Escapes to an authorized Ford dealer for transmission repairs, rather than repair the problem under warranty, Ford dealers either inform consumers that their vehicles are functioning properly or conduct repairs that merely mask the Transmission Defects and fail to provide a permanent fix to the issue.

128. Ford has caused Plaintiffs to expend money and/or time at its dealerships to diagnose, repair, or replace the Vehicles' transmissions and/or related components, despite Ford's knowledge of the Transmission Defects. When the Vehicles are outside of Ford's warranty coverage, significant additional expense is incurred by Plaintiffs. Furthermore, many consumers who have their Vehicle's

transmission replaced with another 6F35 soon experience manifestations of the Transmission Defects from the replacement transmission.

**Ford's Dealers Are Ford's Agents, and All Warranties Were Intended To Benefit Plaintiffs—Not the Dealers**

129. The vehicles in this case were sold by Ford through its nationwide network of authorized dealers, franchisees, representatives, and other agents.

130. Ford maintains extensive control over its authorized dealers, franchisees, representatives, and other agents which operate within its authorized network, as evidenced by the fact that:

- a. The warranties provided by Ford for the defective vehicles direct consumers to take their vehicles to Ford authorized dealerships for repairs and services;
- b. Ford dictates the nature and terms of the purchase contracts entered into between consumers and Ford's authorized dealers, franchisees, representatives, and other agents;
- c. Ford directs its authorized dealers, franchisees, representatives, and other agents as to the manner in which they can respond to complaints and inquiries concerning defective vehicles; and
- d. Ford has entered into agreements and understandings with its authorized dealers pursuant to which it authorizes and exercises

substantial control over the operations of its dealers and its dealers' interactions with the public.

131. An example of Ford's dealer agreements which provide for the control described above is attached as **Exhibit KK**. A few example provisions dictating Ford's control over its agents include:

2. (g) OWNER LITERATURE. The Dealer shall, in accordance with the Company's instructions, complete, execute and deliver to each retail purchaser of a VEHICLE from him the Company's then current publications for owners with respect to the operation, maintenance and warranty of that VEHICLE (hereinafter called "Owner's Literature"). The Dealer shall fulfill promptly all dealer responsibilities under each piece of the Owner's Literature delivered by him. The Company may specify in the Owner's Literature that the Dealer will perform certain inspections of the VEHICLE. The Dealer authorizes the Company to charge his account for work done by another Company authorized CAR or TRUCK dealer under the Owner's Literature delivered by the Dealer, and to credit his account for work done by him under Owner's Literature delivered by another Company authorized CAR or TRUCK dealer. The charge or credit shall be in the amount specified by the Company from time to time.

**Exhibit KK**, at 19.

2. (i) WARRANTY. The Company shall from time to time establish, by notice to the Dealer, the warranty to the owner applicable to each VEHICLE. ***There shall be NO OTHER WARRANTY, express or implied, including any warranty of MERCHANTABILITY OR FITNESS, or any other obligation of the Company to the Dealer or the owner with respect to the VEHICLE or any part thereof except the warranty established pursuant to this subparagraph.*** The Dealer shall expressly incorporate such warranty as a part of each buyer's order form or other contract for the sale of a VEHICLE and shall deliver a copy

of the warranty, in the form furnished by the Company, to the owner at the time the VEHICLE is delivered to the owner, all in accordance with instructions set forth in the Company's then current Warranty and Policy Manual and supplements thereto (hereinafter called "Warranty Manual").

*Id.* (emphasis added).

(a) SALES. The Dealer shall promote vigorously and aggressively the sale of GENUINE PARTS to service, wholesale and other customers within the DEALER'S LOCALITY, and shall develop energetically and satisfactorily the potentials for such sale and obtain a reasonable share thereof; but the Dealer shall not be limited to the DEALER'S LOCALITY in making sales. To this end, the Dealer shall develop, maintain and direct a trained quality parts sales organization and shall conduct aggressive advertising and sales promotion activities, making use to the greatest feasible extent of the Company's advertising and sales promotion programs relating to GENUINE PARTS. The Dealer shall not sell or offer for sale or use in the repair of any COMPANY PRODUCT, as a GENUINE PART, any part or accessory that is not in fact a GENUINE PART.

*Id.* at 20.

The Dealer shall develop, maintain and direct a trained, quality service organization and render at the DEALERSHIP FACILITIES prompt, workmanlike, courteous and willing service to owners and users of COMPANY PRODUCTS, in accordance with the standards and procedures set forth in the applicable CUSTOMER SERVICE BULLETIN, including without limitation all service to which a purchaser of a COMPANY PRODUCT from any authorized Ford dealer may be entitled.

*Id.* at 21.

(b) WARRANTY AND POLICY AND CAMPAIGN SERVICE. (1) The Dealer shall perform all warranty and policy service on each COMPANY PRODUCT it is certified to sell and

service, presented by owners, in accordance with the warranty and policy applicable thereto and the applicable provisions of the Warranty Manual and CUSTOMER SERVICE BULLETIN.

(2) The Dealer shall perform campaign inspections and/or corrections for owners and users of all VEHICLES, subject to the campaign instructions issued by the Company from time to time and the applicable provisions of the Warranty Manual. The Company may ship parts in quantity to the Dealer to effect such campaign work and if such parts are in excess of the Dealer's requirements, the Dealer may return unused parts to the Company for credit after completion of the campaign.

(3) The Dealer shall use only GENUINE PARTS in performing warranty, policy and campaign work, except as otherwise provided in the Warranty Manual, CUSTOMER SERVICE BULLETIN or campaign instructions, and shall give precedence to all such work over other service work if the use of the vehicle is impaired. The Dealer shall promptly report to the Company, and seek the Company's assistance with respect to, any warranty or policy or campaign work which cannot be performed to the owner's or the Dealer's satisfaction. The Company shall give precedence to such requests over other service assistance. The Dealer shall provide the owner with a copy of the repair order for such work itemizing the work performed. The Dealer shall have such repair order signed by the owner except in unusual circumstances where it is not feasible to obtain such signature.

(4) The Dealer shall submit claims to the Company for reimbursement for the parts and labor used in performing warranty, policy and campaign work and the Company shall reimburse the Dealer therefor, in accordance with the provisions of the Warranty Manual or campaign instructions and the Dealer's approved warranty labor rate. The Dealer shall maintain adequate records and documents supporting such claims in accordance with the provisions of the Warranty Manual.

4. (c) MAINTENANCE AND REPAIR SERVICE. The Dealer shall perform all other maintenance and repair services, including, where feasible, body repair services, reasonably

required by owners and users of VEHICLES and shall provide each customer a copy of the repair order itemizing the work performed and the charges therefor. The Dealer shall have the customer sign such repair order except in unusual circumstances where it is not feasible to obtain such signature.

4. (d) SERVICE TOOLS AND EQUIPMENT. The Dealer shall acquire and maintain for use in DEALERSHIP OPERATIONS such diagnostic equipment and other tools, equipment and machinery, comparable to the type and quality recommended by the Company from time to time, as are necessary to meet the Dealer's service responsibilities hereunder and substantially in accordance with Company GUIDES therefor and the applicable CUSTOMER SERVICE BULLETIN.

*Id.* at 21-22.

5. (a) LOCATIONS AND FACILITIES. The Dealer shall establish and maintain at the DEALERSHIP LOCATION approved by the Company DEALERSHIP FACILITIES of satisfactory appearance and condition and adequate to meet the Dealer's responsibilities under this agreement. The DEALERSHIP FACILITIES shall be substantially in accordance with the GUIDES therefor established by the Company from time to time.

*Id.* at 22.

6. (h) CUSTOMER HANDLING. The Dealer shall cooperate with Company programs, and develop and maintain his own programs, designed to develop good relationships between the Dealer and the public. The Dealer shall promptly investigate and handle all matters brought to his attention by the Company or the public relating to the sale or servicing of COMPANY PRODUCTS in the DEALER'S LOCALITY, in accordance with procedures set forth in the applicable CUSTOMER SERVICE BULLETIN, so as to develop public confidence in the Dealer, the Company and COMPANY PRODUCTS. The Dealer shall report promptly to the Company the details of each inquiry or complaint received by the Dealer relating to any COMPANY



PRODUCT which the Dealer cannot handle satisfactorily. The Dealer shall not make, directly or indirectly, any false or misleading statement or representation to any customer as to any VEHICLE, GENUINE PART or other COMPANY PRODUCT as to the source, condition or capabilities thereof, or the Dealer's or the Company's prices or charges therefor or for distribution, delivery, taxes or other items.

*Id.* at 24.

132. Ford's control over the actions of its dealers, franchisees, representatives, and other agents is also evidenced by its implementation of the company's express and implied warranties as they relate to the Transmission Defects at issue in this case. Notably, Ford instructed its authorized dealers to address complaints as to transmission performance through the technical service bulletins pertaining to the Plaintiffs' vehicles, including those attached as Exhibit U.

133. Ford's authorized dealers, franchisees, representatives, and other agents were not intended to be the ultimate consumers of the Plaintiffs' vehicles.

134. Ford's authorized dealers, franchisees, representatives, and agents have no rights under the warranty agreements provided by the Plaintiffs' vehicles.

135. The warranties for Plaintiffs' vehicles were designed for and intended to benefit only the ultimate purchasers and lessees of the vehicles, i.e., Plaintiffs in this action.

136. Privity is not required to assert Plaintiffs' claims below because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers, franchisees, representatives, and agents.

137. By extending express warranties to end-user purchasers and lessees, Ford brought itself into privity with Plaintiffs.

**Ford's History of Failing to Act Promptly to Remedy Serious Defects**

138. Ford's failure to act promptly to disclose the Fusion and Escape Transmission Defects, recall affected vehicles, and remedy the problem through a permanent repair or complete resolution for owners and lessees is not a unique situation. In fact, Ford's recent history is rife with examples wherein it was aware of serious defects in design and/or manufacturing, and yet failed to timely act in the best interest of its customers by repairing or buying back the subject vehicles. In many instances, the only means by which owners and lessees became aware of the defect and the extent of Ford's notice and knowledge regarding same were major news stories or governmental investigations.

139. Despite a class action settlement that left the vast majority of owners without any financial benefit, the public only became aware of the serious defects in Ford's DPS6 transmission utilized in the Focus and Fiesta vehicles after discovery materials from the individual DPS6 lawsuits became part of the public record. **Exhibit V**, *Ford knew Focus, Fiesta models had flawed transmission, sold them*

anyway; Detroit Free Press, Sept. 10, 2019. In fact, Ford's corporate pattern of concealing defects was, upon information and belief, the basis for a whistleblower disclosure of serious discrepancies in how the manufacturer calculated fuel economy and emissions in their vehicles. *Id.* Through discovery, Plaintiffs will, upon information and belief, identify additional evidence of the manufacturer's concealment and fraud, which was first identified for Plaintiffs after retaining undersigned counsel, who conducted an investigation into customer complaints.

140. Calls for Fusion and/or Escape recalls and/or investigations once again have shown Ford to be merely reactive rather than proactive, despite the safety risks to customers and the public. The MY 2013 - 2016 Fusions were subject to a recall due to a Transmission Defects which permitted vehicles to roll away/shift gears due to a "glitch." **Exhibit W**, *Ford recalls 270,000 Fusion cars to fix glitch that can cause vehicles to shift gears and roll away*; CNBC, May 15, 2019. Serious brake failures in the Fusion triggered a NHTSA investigation due to dozens of accidents and several injuries. **Exhibit X**, Article: *Feds Investigate Whether Ford Should Recall A Million Sedans Over Break Failures*; Forbes, Apr. 24, 2019; **Exhibit Y**, *NHTSA ODI Resume*. Airbag failures, while unrelated to the transmission, sparked important and wide-reaching safety concerns. As usual, Ford was slow to react. **Exhibit Z**, Article: *Ford Recalls Fusion and Lincoln MKZ Vehicles*, carcomplaints.com, Nov. 5, 2018; **Exhibit AA**, *Ford Expands Takata Airbag*

*Recalls By 953,000 Vehicles*; carcomplaints.com, Jan. 4, 2019. Even loose steering wheels required a recall due to safety concerns. **Exhibit BB**, Article: *Loose steering wheels trigger Ford recall of 1.4M Fusion, Lincoln MKZ cars*; USA Today, Mar. 14, 2018. And stud fractures resulting in wheel separation and significant safety concerns prompted a recall nearly two years after the vehicles' manufacture date. **Exhibit CC**, Summary: *Ford Recall 11S23: Fracture Wheel Studs*; carcomplaints.com, Dec. 7, 2011. The 6F35 transmission was once subject to a multi-model year recall because improper welding could result in loss of motive power and safety concerns for Fusion, Edge, and Lincoln MKX and MKZ owners/lessees. **Exhibit DD**, *Ford recalls Edge, Fusion, Lincoln MKZ for transmission gremlins*; Road Show, July 11, 2017; **Exhibit EE**, *Ford Recalls Edge, Fusion, Lincoln MKX and Lincoln MKZ*; carcomplaints.com, Aug. 31, 2019.

141. Industry media outlets have widely reported on Transmission Defects in Fusions:

- a. The automatic transmission may develop shifting concerns. On lower mileage vehicles, upgrading the software in the powertrain control module (PCM) and the transmission control module (TCM) may correct the problem. As the mileage increases, internal transmission damage can occur. Repairs could involve replacement of the valve body or a complete transmission rebuild. Whenever major transmission repairs are made, it is important to be sure the PCM and the TCM have the latest software updates to help prevent these issues from reoccurring. (1063 people reported this problem)

<https://repairpal.com/harsh-or-delayed-shifting-of-automatic-transmission-727> (last accessed Mar. 20, 2024).

b. Recall of 2017 Fusion for loss of motive power due to poor manufacturing at the site of the torque converter:

<https://www.cnet.com/roadshow/news/ford-recalls-edge-fusion-lincoln-mkz-for-transmission-gremlins/?ftag=COS-05-10-aaa0a> (last accessed Mar. 20, 2024).

c. Here are Ford Fusion transmission problems, by model year. The most common Fusion transmission problems cost \$2,700 to fix & occur at 43,000 miles. The worst model years for transmission problems are the 2010 Fusion, 2013 Fusion, and the 2012 Fusion.

<https://www.carcomplaints.com/Ford/Fusion/transmission/> (last accessed Mar. 20, 2024).

d. Over the years, Ford has officially recalled certain transmission components for upgrade or repair at dealerships. In 2007, service bulletins were issued to correct PCM calibration devices in the Ford Fusion transmission system. The crankshaft pulleys have also been recalled for malfunctioning transmissions.... While the scope of transmission problems are usually more than individuals can repair on their own, dealerships also have poor track record in resolving Ford Fusion transmission malfunctions. When interacting with a Ford dealer, urge them to research all TSB bulletins on the Fusion as they investigate the problems. TSB 07-26-9, for example, is a notice that may get a dealership working directly with the issue rather than dismissing the symptoms as “normal” behavior.

<https://web.archive.org/web/20221206145512/https://itstillruns.com/mercedes-transmission-shift-problems-5561448.html> (last accessed Mar. 20, 2024).

142. The common theme across all these issues affecting the Fusion, Escape, and other Ford vehicles is that Ford, upon information and belief, only recalls

vehicles when forced to or when it has an inexpensive ‘fix’ for a problem. Plaintiffs believe Ford’s inaction in recalling Fusions and Escapes for systemic transmission problems indicates, as it did in Ford’s DPS6 transmission fiasco, the absence of a permanent and inexpensive resolution to design and/or manufacturing defects. Plaintiffs believe that, through discovery, Ford’s internal documents will demonstrate notice of multiple defects affecting the Fusion and Escape transmissions that the manufacturer attempted to resolve quietly and inexpensively, while concealing the scope of the issues from current and prospective owners/lessees. The trail of Fusion- and Escape-related TSBs for module reprogramming, widely reported breakdowns involving a diverse range of transmission-related parts, and the overwhelming amount of transmission-related complaints submitted to NHTSA all show that Ford disingenuously represented a level of innovation, quality, reliability, and efficiency that Fusion and Escape transmissions simply could not live up to.

143. Plaintiffs believe Ford may have quietly acknowledged the Fusion Transmission Defects by issuing “Customer Satisfaction Programs” to provide repairs outside of traditional warranty coverage. To avoid a recall, Ford issued Customer Satisfaction Programs to address the following: PCM defects in 2017 Fusion models, **Exhibit FF**, CSP 17B38; corruption of the Electronic Throttle Body in 2016 Fusions, **Exhibit GG**, CSP 16B32; excessive wear of the transmission solenoid regulator valve on 6F35 2010 Fusions, **Exhibit HH**, CSP 10B15; PCM

reprogramming to combat fuel tank issues in 2011-12 Fusions, **Exhibit II**, CSP 16B38; transmission inspection and repairs for 2013-14 Hybrids **Exhibit JJ**, CSP 14B07; and others. Each of these Customer Satisfaction Programs enabled Ford to avoid the costly repair mandate associated with a recall. The issuance of a Customer Satisfaction Program for the Fusion transmissions reflects Ford's knowledge of the Fusion transmissions' inherent defects and systemic component failures.

144. Finally, upon information and belief, Ford has significant data in its possession revealing its notice of Transmission Defects in the Fusions and Escapes, due in part to Ford's extensive Customer Satisfaction Programs. Beyond the warranty and repair history of each Plaintiff, Defendant has superior control and possession of data from consumer complaints, lodged through Ford's call center, in addition to postings collected from Defendant's online sources. Plaintiffs believe thousands of complaints have been collected by Ford Motor Company, detailing the extensive Transmission Defects that have plagued the Fusion and Escape lineups and Plaintiffs' Vehicles.

**Ford Has Unjustly Retained a Substantial Benefit**

145. On information and belief, Ford unlawfully failed to disclose the Transmission Defects to induce them to purchase or lease their Vehicles.

146. Plaintiffs allege further that Ford engaged in deceptive acts and/or practices pertaining to all transactions involving Plaintiffs' Vehicles.

147. For all the reasons detailed herein, Plaintiffs further allege that Ford unlawfully induced them to purchase or lease their respective Vehicles by concealing a material fact (the defective transmission) and that they would have paid substantially less for their Vehicles, or not purchased or leased them at all, had they known of the Transmission Defects.

148. Ford controls dealership conduct through its Franchise Agreements. Ford does not require that its dealerships permanently retain repair records, and Ford's dealerships frequently refuse to provide repair records requested by owners and lessees upon learning that Plaintiffs are in litigation against Ford. This refusal further impedes efforts to fully document repair histories and details specific to the transmissions in Plaintiffs' Vehicles. **Exhibit KK**, Ford Franchise Agreement, at 27, ¶ 12(a). This causes many Plaintiffs ultimately to have to rely upon the information preserved on the aforementioned information-sharing platforms uniquely accessible to Ford. These platforms are readily searchable using the VIN provided by each Plaintiff herein, and they minimally contain and will reflect the precise subject matter of any and every warranty covered repair; the date of same and mileage accumulated at said time; and any specifics related to the transmission in question and any variations thereof. Plaintiffs also will be serving discovery requests upon Ford to recover this information already in Ford's possession and searchable by VIN. Ford's responses will enable Plaintiffs to even more specifically identify the details



pertaining to each warranty-covered transmission repair at a Ford-authorized dealership and any information relating to transmission types and variations therein.

149. Given their relationship with authorized dealerships, Ford has received additional financial benefit from the out-of-warranty repair of Vehicles with the Transmission Defects, as well as value received from any trade-in or resale when owners choose to purchase another vehicle from a Ford dealership, prejudicing any future legal claim due to lost evidence and/or causing Plaintiffs to incur additional financial liability (or “double negative equity” in separate vehicles) to Ford through its credit division, Ford Motor Credit.

150. Accordingly, Ford’s ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material omissions that did—and likely will continue to—deceive consumers should be disgorged.

**All Statute of Limitations Periods Are Tolloed by the Discovery Rule  
and the Doctrine of Fraudulent Concealment**

151. Ford misrepresented the qualities of the transmission in Plaintiffs’ Vehicles at the time of the sale of the Vehicles. Ford also concealed the fact that the transmission was defective.

152. Ford continued to misrepresent its ability to repair Plaintiffs’ Vehicles in conformity with the warranty throughout the warranty period.

153. At all relevant times, Ford was aware of the defects in the transmissions.

154. More specifically, Ford knew that the 6F35 transmission lacked a sufficiently robust design, which resulted in the Transmission Defects plaguing Plaintiffs' Vehicles and for which Ford's engineers could never develop a comprehensive solution.

155. As described in more detail, *supra*, as early as 2009, if not before, Ford knew or should have known about the safety hazard posed by the defective transmissions, and as early as 2009, Ford began issuing significant TSBs to its authorized dealers explaining the widespread issues with the transmission.

156. At no point prior to the sale or lease of Plaintiffs' Vehicles or during Plaintiffs' ownership or lease of their Vehicles did Ford or an authorized dealer ever inform Plaintiffs of the ongoing Transmission Defects. Instead, Ford instructed its dealers and technicians to tell consumers that there is no design flaw with the Plaintiffs' Vehicles, and instead to attribute the shift-related concerns to anything other than a fundamental defect. Ford made this false representation for the purpose of leaving customers with the impression that there was no problem and that the issue was solely attributed to the customer's individual sensitivities rather than a fundamental design flaw.

157. Ford had a duty to disclose the concealed facts alleged above because Ford made misrepresentations in its marketing materials and window stickers and

through its authorized sales representatives about the quality, characteristics, and safety of the transmission.

158. Ford had a duty to disclose the concealed facts alleged above because Ford actively concealed material facts in order to induce a false belief.

159. For example, Ford drafted, produced, and distributed marketing brochures to the public containing representations about the transmission. Ford's marketing brochure for the Fusion represented that the non-hybrid transmission was a "smooth-shifting 6-speed automatic." (2010 & 2011 Ford Fusion Brochure).

160. Such marketing efforts are considered to be transcendent into the purchasing or leasing process of those who purchased or leased Fusions and Escapes secondhand or outside of the Model Year sales cycle.

161. Unfortunately, Plaintiffs' Vehicles became unresponsive and not "smooth-shifting," as Plaintiffs' drive was repeatedly interrupted by jerky shifts and dangerous hesitations due to Transmission Defects, as well as other manifestations of the Transmission Defects. Plaintiffs did not experience gear changes that were smooth, linear, or responsive – they experienced jerky gear changes and hesitation between shifts, which necessitated multiple attempts at repairs and repeated reprogramming of the PCM and/or TCM – none of which were sufficient to resolve the Transmission Defects.

162. Ford made such representations (and continues to do so) regarding the transmissions in Plaintiffs' Vehicles despite its extensive and exclusive internal knowledge of the Transmission Defects and other problems.

163. Ford intended for Plaintiffs to rely on those misrepresentations to conceal the fact that the defective transmission could not be inexpensively repaired.

164. Prior to the sale or lease of Plaintiffs' Vehicles, and at all times thereafter, Ford therefore failed to disclose to Plaintiffs the existence of the inherent defects in their Vehicles, and Ford failed to disclose its inability to repair these inherent defects, which prevented Plaintiffs' Vehicles from conforming to their applicable warranties. Further, Ford failed to disclose that symptoms of Transmission Defects do not necessarily present every time the Vehicle is driven. As a result, requirements that the symptoms be present when inspected prevented under-warranty repairs due to the inability of dealers to "replicate the issue" during the visit. In effect, Ford fraudulently concealed from purchasers and lessees, including Plaintiffs, the fact that the dealers were not properly repairing the defects to the transmissions, and knew that the limited work that Ford had authorized its dealerships to perform on those Fusions and Escapes would not properly repair them.

165. Similarly, Ford instructed dealers, customer care representatives, technical and service advisors, and others via service bulletins and other means (see **Exhibit U**) that simply updating the calibration or replacing one or more pieces of

hardware would correct shift-related concerns. Ford knew, however, that this affirmative representation was false because it never developed a calibration or comprehensive hardware combination that could make the 6F35 properly and reliably operate. Ford made this false representation for the purpose of causing the service personnel and consumers to think that the problem was minor, discrete, and correctable.

166. Ford also instructed dealers, customer care representatives, technical and service advisors, and others via service bulletins and other means (*see, e.g.*, bulletin SB-10058625-9390, available on the NHTSA website), that vehicles with 6F35 transmissions could exhibit a 2-3 shift hesitation after a cold soak and that this was a “normal characteristic and do[es] not cause any abnormal wear or durability concern.” Ford knew that this statement was false because such hesitations are the result of Ford’s faulty design for the 6F35 transmission—but Ford nonetheless made this statement in the hopes of causing service personnel and consumers to falsely believe that there was no defect in the transmissions since Ford was unable to provide a repair for this fundamental design flaw.

167. Ford has never acknowledged publicly that the defects in the Fusion and Escape transmissions even exist.

168. Because Ford failed to disclose the foregoing facts to Plaintiffs, all statute of limitations periods with respect to the sale of Plaintiffs’ Vehicles were

tolled by the doctrines of fraudulent concealment, the delayed discovery rule, and/or equitable tolling. As alleged herein, Ford wrongfully concealed these facts:

- a. Plaintiffs' Vehicles are equipped with defective transmissions;
- b. Ford's dealerships often were making inadequate repairs that were incapable of addressing the root causes of the Transmission Defects; and
- c. Ford dealerships frequently reported to owners and lessees, acting on information supplied by Ford, that any issues they had with their vehicle were "normal," not "replicable," or insufficient for repair, ostensibly making a fix for the Transmission Defects unnecessary and preventing the creation of a permanent record of the concerns expressed and symptoms experienced.

169. Plaintiffs did not discover, and should not have discovered, the operative facts that are the bases of their claims alleged herein because Ford concealed the facts in confidential and privileged documents that a consumer would not know about and could not obtain.

170. Average, everyday consumers are not sophisticated transmission engineers and do not have access to Ford's internal documents and databases. Moreover, Ford has specialized tools, including the PICO analyzer to assess and measure vibrations in the powertrain and the Ford VCM3, which extracts data from

the powertrain's computers to provide technical diagnostics as to transmission performance.

171. Through the use of specialized tools, along with the monitoring of warranty claims, vehicle fleet testing conducted as part of pre-production and post-production troubleshooting, collection and review of aggregate warranty and service data from dealers and repair facilities, and other engineering investigatory efforts, Ford was uniquely knowledgeable about the Transmission Defects.

172. Plaintiffs, on the other hand—lacking specialized training, knowledge, Ford's proprietary documents and data, and technical tools—had no reasonable means by which they could determine that Ford was concealing the existence and fundamental nature of the defect.

173. Plaintiffs did not discover, and should not have discovered, that the symptoms they were experiencing with their Vehicles' transmissions were not "normal" or "normal driving characteristics" as represented by Ford but, rather, indicia of defects entitling Plaintiffs to bring claims for relief; Plaintiffs have filed this Complaint within two years of when they discovered or should have discovered the existence of their claims.

174. Without the benefit of counsel, no amount of diligence by Plaintiffs could have led to the discovery of these facts because they were kept secret by Ford; therefore, Plaintiffs were not at fault for failing to discover these facts sooner.

175. Plaintiffs did not have actual knowledge of facts sufficient to put them on notice. Plaintiffs did not know, and could not have known, about Ford's inability to repair the defects in its transmissions because, as alleged above, Ford kept this information highly confidential. Moreover, Ford, and its dealership agents relying upon information supplied by Ford, falsely and fraudulently assured Plaintiffs that its repairs were effective.

176. Further, the running of the statute of limitations period applicable to Plaintiffs' fraudulent concealment/omission claim continues to be tolled because Ford continues to deny the existence of the Transmission Defects and its duty to disclose them to consumers, including Plaintiffs.

177. Ford is also equitably estopped from relying on any statute of limitation because of its concealment of the defective nature of Plaintiffs' Vehicles and their transmissions, and because Ford has had notice of the Transmission Defects for years through nationwide litigation regarding same.

**Ford's Actions Have Damaged Plaintiffs, Who Are Entitled to Redress**

178. Plaintiffs are entitled to be put into the position they would have been had they not been subjected to Ford's fraud and wrongdoing. At the very least, this would involve repurchase by Ford of the Vehicles still owned or leased by Plaintiffs, and reimbursement or adequate alternative compensation to those who were forced into voluntary repossession and/or replacement vehicles.



179. Plaintiffs are also entitled to recover non-economic damages for Ford's fraud and violation of the Michigan Consumer Protection Act ("MCPA"), Mich. Comp. Laws §§ 445.901-445.922, and of similar consumer statutes in Plaintiffs' respective states. In addition to Plaintiffs' economic and non-economic damages, Plaintiffs are entitled to recover statutory costs and attorney fees pursuant to the MCPA, Mich. Comp. Laws § 445.911, and the corresponding cost- and fee-shifting provisions of similar consumer statutes in Plaintiffs' respective states.

180. Ford's conduct is sufficiently reprehensible to allow an award for punitive damages for those Plaintiffs who leased or purchased in states that allow them. The issue of punitive damages is considered to be a substantive issue of law, and thus, under the applicable choice-of-law rules, the availability of punitive damages is governed by the law of the state in which Plaintiffs purchased or leased their Vehicles.

181. Economic loss doctrine does not apply to Plaintiffs' claims because Plaintiffs purchased or leased their Vehicles primarily for personal and household use. Consumers cannot logically be expected to assume that motor vehicles commonly come with defects known to the manufacturer but fraudulently concealed from consumers despite the serious safety risks posed by said concealed defects.

182. Ford has been aware for several years of the breaches of warranty alleged by those who purchased or leased defective Vehicles with 6F35

transmissions, including through numerous individual communications from consumers, including Plaintiffs, to Ford via Ford's agent-dealerships and the litigation of an earlier lawsuit. Nevertheless, Ford has never insisted upon or even mentioned in writing any required third-party or informal dispute resolution process as contemplated by various warranty laws. As such, even if any such process exists, Plaintiffs have not received, and could not now receive, timely notice in writing of such a procedure. At this point, Ford has waived its right to insist on any such process, and Plaintiffs have no obligation to submit to such a procedure before bringing their warranty claims alleged below.

183. Requiring an informal dispute settlement procedure or affording Ford further opportunity to cure its breach of written warranties would be unnecessary and futile. At the time of sale or lease of each Vehicle, Ford knew, should have known, or was reckless in not knowing of its misrepresentations concerning the Vehicles' inability to perform as warranted, but nonetheless failed to cure the situation and/or disclose the Transmission Defects. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement – whether under the Magnuson-Moss Warranty Act or otherwise – that Plaintiffs resort to an informal dispute resolution procedure and/or afford Ford further opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

184. Ford has long been on actual and written notice of the nature of the warranty and consumer protection violations alleged by Plaintiffs who purchased or leased defective Vehicles. Nevertheless, Ford has never attempted to cure its violations.

185. Plaintiffs are entitled to declaratory and injunctive relief because they suffer ongoing harm in that Ford has continued to conceal and deny the existence of the defect and deny and refuse effective repairs for the vehicles. The result is that the Vehicles remain in a dangerous and unsafe condition, posing a risk of harm to Plaintiffs and the motoring public.

**Plaintiffs Are Entitled to the Remedy of Revocation of Acceptance**

186. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

187. Plaintiffs had no knowledge of their Vehicles' Transmission Defects and nonconformities, were unaware of these defects and nonconformities, and reasonably could not have discovered them when they purchased or leased their Vehicles from Ford. On the other hand, Ford was aware of the defects and nonconformities at the time of sale and thereafter.

188. Acceptance was reasonably induced by the difficulty of discovering the defects and nonconformities before acceptance.

189. Changes in the condition of Plaintiffs' Vehicles were caused by the defects and nonconformities.

190. Due to Ford's breach of warranties as set forth herein, Plaintiffs are entitled to assert as an additional and/or alternative remedy, as set forth in common law and/or applicable statute in Plaintiffs' respective states, revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all Vehicles Plaintiffs currently own or lease.

191. Plaintiffs notified Ford of their intent to seek revocation of acceptance and have requested that Ford accept return of their vehicles and return all payments made. Plaintiffs hereby demand revocation and tender their Vehicles.

192. Ford refuses to accept return of the Vehicles and to refund to Plaintiffs seeking revocation the purchase price and all monies paid.

193. Plaintiffs would suffer economic hardship if they returned their Vehicles but did not receive the return of all payments made by them. Because Ford refuses to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiffs have not re-accepted their Vehicles by retaining them, as they must continue using them due to the financial burden of securing alternative means of transport for an uncertain and substantial period of time.

194. Consequently, Plaintiffs are entitled to revoke their acceptances, receive a refund of all payments made to Ford and all incidental and consequential

damages, including the costs associated with purchasing or leasing safer vehicles, and all other damages allowable under law, all in amounts to be proven at trial.

**PLAINTIFF-SPECIFIC ALLEGATIONS**

195. The charts spanning the following pages provide the pertinent factual allegations for each Plaintiff Vehicle, including:

- a. The name of each Plaintiff,
- b. The state in which each Plaintiff resides,
- c. The model year of each Plaintiff's Vehicle,
- d. The Vehicle Identification Numbers ("VIN")
- e. The approximate date on which each Plaintiff purchased or leased the Vehicle,
- f. The State in which the Plaintiff purchased or leased the Vehicle,
- g. The approximate price of the Vehicle, and
- h. Whether the Plaintiff purchased or leased the Vehicle, new or pre-owned.

196. The factual allegations contained in these charts encompass those that would be ordinarily pled in narrative fashion, including those sufficient to identify the Plaintiffs and the States in which they reside and purchased/leased their vehicles. They are pled in this manner rather than narrative fashion for the sake of efficiency and judicial economy.

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Gerkarrah Jones	AR	2014	1FA6P0H72E5366663	3/1/2021	AK	\$9,000.00	Purchased Pre-Owned
John Schaff	TX	2014	3FA6P0H75ER319009	9/8/15	AK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kendall Provence	AR	2011	3FAHP0HA1BR318018	11/30/22	AK	\$4,200.00	Purchased Pre-Owned
Mary & Brittany Jackson	LA	2012	3FAHP0GA3CR121371	6/20/18	AK	\$16,000.00	Purchased Pre-Owned
Vicha Puwasurintra	AK	2013	3fa6p0hr5dr292345	10/1/14	AK	\$23,045.13	Purchased New
Albert Thomas	AL	2017	3FA6P0H9XHR149834	10/8/18	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alisa Leyva	AL	2013	3FA6P0HR8DR230177	4/9/23	AL	\$6,000.00	Purchased Pre-Owned
Amanda Richetts	AL	2018	3FA6P0H7XJR118118	Apr 30, 2019	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Burrell	AL	2016	3FA6P0H74GR240787	9/19/20	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Cockrell	AL	2012	3FAHP0HA8CR233047	11/26/2022	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Whitlock	AL	2013	3FA6P0H72DR105528	5/14/2013	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anthony Clark	AL	2019	3FA6P0D96KR123891	7/11/22	AL	\$22,580.00	Purchased Pre-Owned
Araule Price	AL	2014	3FA6P0G75ER144150	12/1/23	AL	\$8,765.00	Leased Pre-Owned
Arlanna Thompson	AL	2013	3FA6P0HR0DR188300	11/3/19	AL	\$8,000.00	Purchased Pre-Owned
Barry Tidwell	AL	2013	3FA6P0K99DR116357	5/15/13	AL	\$33,322.90	Purchased New
Becky Mahannah	AL	2010	3fahp0ha7ar253139	4/4/14	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Blair East	AL	2015	3FA6P0H77FR304528	5/20/22	AL	\$15,000.00	Purchased Pre-Owned
Brian Robinson	AL	2016	3FA6P0HD7GR266340	Mar 27, 2022	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Brittany Garver	AL	2010	3FAHP0HA4AR259755	4/1/2021	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bryant Walters	AL	2015	3FA6P0HD3FR220521	4/6/22	AL	\$22,999.00	Leased Pre-Owned
Cassandra Washington	AL	2016	3FA6P0H75GR158521	6/17/2022	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charell Bell	AL	2017	3FA6P0K95HR130925	5/16/21	AL	\$2,500.00	Purchased Pre-Owned
Charles Burgess	AL	2015	3FA6P0H91FR239788	4/19/17	AL	\$8,000.00	Purchased Pre-Owned
Chasity Stewart	AL	2016	1FA6P0HD2G5107339	11/7/2020	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chason Harvell	AL	2020	3FA6P0K94LR118175	4/9/23	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cheryl Howze	AL	2015	3FAHP0JG0BR225652	2/3/2013	AL	\$20,000.00	Purchased Pre-Owned
Christina White	AL	2012	3FAHP0HAXCR226150	3/4/21	AL	\$3,036.13	Purchased Pre-Owned
Christopher Anaya	AL	2014	1FA6P0HD8E5369945	6/21/18	AL	\$11,835.77	Purchased Pre-Owned
Christopher Crenshaw	AL	2014	3FA6P0HD4ER310954	3/9/20	AL	\$25,494.10	Leased Pre-Owned
Cicely Howard	AL	2016	3FA6P0HD4GR110191	1/21/19	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cristal Burgos (1)	AL	2014	1FA6P0H73E5353808	11/15/2013	AL	See MSRP, <i>Supra</i>	Leased New
Cristal Burgos Alvarado (2)	AL	2017	3fa6p0g77hr346265	5/16/17	AL	\$32,000.00	Purchased New
Crystal Deason	AL	2010	3FAHP0HA6AR386829	2/20/21	AL	\$18,000.00	Purchased Pre-Owned
Crystal Poe	AL	2010	3fahp0ha9ar408435	Apr 21, 2021	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cynthia Smith	MS	2014	3FA6P0H95ER239128	1/23/20	AL	\$10,800.00	Purchased Pre-Owned
Danny Pierce	AL	2016	3FA6P0G73GR109965	4/7/2021	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Demetree Hardmon	AL	2013	3FA6P0HR6DR160999	3/10/20	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denise Carr	AL	2014	1FA6P0HD1E5351335	5/11/21	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Devon Pilot	AL	2010	3FAHP0JA5AR172182	5/5/23	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diane Jackson	AL	2015	3fa6p0h73fr153753	5/31/17	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Donna Rutledge	AL	2012	3fahp0hg0cr264801	12/1/2019	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Donna Turcotte	AL	2017	3FA6P0H78HR391486	3/13/21	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Duane Ruffin	AL	2016	3FA6P0K9XGR202894	1/20/2020	AL	\$18,843.00	Purchased Pre-Owned
Eddie Anderson	AL	2015	3FA6P0HD5FR309605	8/18/22	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Eddie Key	AL	2013	3FA6P0H77DR346839	1/1/2020	AL	\$17,000.00	Purchased Pre-Owned
Edward Peterson	AL	2020	3FA6P0CD5LR192899	10/9/22	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ericka Figueroa	AL	2014	3FA6P0H79ER362798	Jan 15, 2020	AL	\$13,000.00	Leased Pre-Owned
Eugenia Barnett	AL	2010	3FAHP0JA9AR213090	2/1/12	AL	\$16,325.00	Purchased Pre-Owned
Faith Santiago	AL	2016	3FA6P0H77GR394202	4/6/19	AL	\$36,000.00	Purchased New
Franklin Allie	AL	2010	3FAHP0HA2AR242050	2/1/22	AL	\$4,200.00	Purchased Pre-Owned
Garry Schooler	OH	2016	3FA6P0G74GR103737	5/30/2019	AL	\$16,000 - \$18,000	Purchased Pre-Owned
Gerbrial Ackles	AL	2011	3FAHP0JG7BR257143	7/15/14	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Halie Elliott	AL	2016	1FA6P0HD2G5134007	12/19/19	AL	\$17,417.55	Leased Pre-Owned
Hilda Chamblee	FL	2015	1FA6P0G77F5100977	11/8/14	AL	See MSRP, <i>Supra</i>	Purchased New
Hollie Mosley	AL	2015	3FA6P0H95FR120075	3/23/19	AL	\$16,999.00	Purchased Pre-Owned
Ikesha Hill	AL	2015	3fa6p0k96fr268230	1/1/21	AL	\$16,000.00	Purchased Pre-Owned
Isiah Gaddis Jr	AL	2014	3FA6P0HD6ER198366	4/2/2014	AL	See MSRP, <i>Supra</i>	Purchased New
Jacqueline K. Carter	AL	2014	3FA6P0HD2ER217172	8/18/14	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Wisner	AL	2016	3FA6P0H74GR336659	4/29/22	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Janice Sankey	AL	2014	1FA6P0H73E5397338	2/22/15	AL	\$26,194.24	Purchased Pre-Owned
Jasmine Craig	AL	2016	3FA6P0H79GR285210	3/1/22	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jean Helms	AL	2017	3FA6P0G75HR339394	2/28/20	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffrey Brown Jr.	AL	2014	1fa6p0h76e5394286	5/1/23	AL	\$3,600.00	Purchased Pre-Owned
Jeffrey LeBouef	AL	2020	3FA6P0K96LR128254	7/26/22	AL	\$39,000.00	Purchased Pre-Owned
Jessica Cantu	GA	2019	3FA6P0D92KR153180	April of 2020	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessie Smith	GA	2016	3FA6P0H96GR364500	1/26/21	AL	\$21,000.00	Purchased Pre-Owned
Jimmy Morgan	AL	2014	3FA6P0H70ER221425	May 2, 2016	AL	\$15,000.00	Purchased Pre-Owned
Jody Loudermilk	AL	2014	3fa6p0h9xer198978	9/28/18	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Johnny Grantham	AL	2010	3fahp0haxar221205	4/26/10	AL	\$22,900.00	Purchased New
Joshua Smitherman	AL	2018	3FA6P0HDXJR200680	4/20/20	AL	\$17,873.00	Purchased Pre-Owned
Jyweslon Howze	AL	2011	3FAHP0JG0BR225652	5/15/2017	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevonah Scott	AL	2015	3FA6P0H73FR181973	10/27/18	AL	\$14,014.90	Leased Pre-Owned
Kristi Bilyeu	AL	2014	1FA6P0HD3E5360697	10/17/14	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lanesha Storey	AL	2017	3FA6P0HD4HR238724	8/8/18	AL	\$17,500.00	Purchased Pre-Owned
Lasadia Petty	AL	2016	3FA6P0K99GR254582	6/20/22	AL	\$20,633.00	Purchased Pre-Owned
Lee Kuckens	AL	2013	3FA6P0G72DR137803	10/1/2013	AL	\$18,000.00	Purchased Pre-Owned



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Leslie Lopez	AL	2016	3FA6P0G77GR125991	8/15/22	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Linda Paris	AL	2016	3FA6P0HD4GR334299	8/8/2017	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lord Pointer	AL	2010	3FAHP0HA6AR387155	4/2/22	AL	\$10,000.00	Purchased Pre-Owned
Loukisha Armstead	AL	2013	3FA6P0H75DR317744	4/6/13	AL	\$24,000.00	Purchased New
Mae Lawrence	AL	2016	3FA6P0G76GR323252	12/11/17	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maria Mckinnie	FL	2014	3fa6p0h7xer386947	10/15/2022	AL	\$31,290.76	Leased Pre-Owned
Mark McBrayer	AL	2014	3FA6P0K95ER332689	10/28/20	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Martina Corprue	AL	2011	3FAHP0GA1BR344314	3/1/13	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Mary Bradley	AL	2016	3FA6P0G75GR254554	11/24/15	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Wingard	AL	2014	1FA6P0G74E5359473	12/31/13	AL	\$20,000.00	Purchased New
Meagan Childress	AL	2014	1FA6P0H74E5399213	2/25/22	AL	\$5,500.00	Purchased Pre-Owned
Michael Allen	AL	2010	3FAHP0JG3AR248518	11/16/21	AL	\$1,500.00	Purchased Pre-Owned
Michael Bolding	AL	2011	3FAHP0HA3BR340750	2/1/21	AL	\$4,500.00	Purchased Pre-Owned
Michael Windham	MS	2018	3FA6P0H79JR125609	5/25/2019	AL	\$20,000.00	Purchased Pre-Owned
Michele Smith	AL	2013	3fa6p0h97dr348236	1/12/15	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Miranda Crosswhite	AL	2011	3FAHP0JA2BR315767	3/24/20	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Natasha Nelson	AL	2018	3FA6P0H9XFR303830	10/25/22	AL	\$32,495.00	Purchased Pre-Owned
Nerita Taylor	AL	2014	3FA6P0HD8ER106853	4/1/2022	AL	\$3,000.00	Leased Pre-Owned
Pamela White	GA	2015	3FA6P0H79FR218380	6/1/21	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patricia Burns Evans	AL	2014	3FA6P0H96ER257721	4/7/20	AL	\$13,000.00	Purchased Pre-Owned
Patricia Harris	AL	2017	3FA6P0H74HR391811	8/16/18	AL	\$29,000.00	Purchased New
Patrick Syesta	AL	2011	3FAHP0HA8BR287978	Nov 23, 2016	AL	\$29,000.00	Purchased Pre-Owned
Renita Hosea	AL	2016	3FA6P0G78GR312060	5/3/21	AL	\$15,000.00	Purchased Pre-Owned
Ricardo Tyler	AL	2020	3FA6P0HD9LR134710	4/9/2020	AL	\$10,000.00	Purchased New
Rochelle Myles	AL	2014	3FA6P0HD0ER311891	4/27/18	AL	\$24,000.00	Purchased Pre-Owned
Rodnecia Kennedy	AL	2014	1FA6P0H74E5362260	10/12/21	AL	\$5,000.00	Purchased Pre-Owned
Ryan Smith	AL	2013	3FA6P0H7XDR203089	Aug 1, 2021	AL	\$7,995.00	Purchased Pre-Owned
Sabrina Esfeller	AL	2013	3fa6p0hr4dr306364	2/3/21	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sabrina Thomason	AL	2016	3FA6P0H79GR254121	11/11/15	AL	\$20,000.00	Purchased New
Samuel Lemmons	AL	2016	3FA6P0HD3GR237420	6/14/2016	AL	\$19,000.00	Purchased Pre-Owned
Sandjanetta Tellis	AL	2014	3FA6P0HDXER344882	6/1/19	AL	\$12,000.00	Purchased Pre-Owned
Scott & Jenifer Owens	AL	2016	3FA6P0T91GR295741	5/19/2020	AL	\$17,500.00	Purchased Pre-Owned
Scott Tyo	AL	2012	3FAHP0HA5CR223527	4/25/20	AL	\$20,000.00	Purchased Pre-Owned
Shakileya Robinson	AL	2017	3FA6P0H74HR355617	9/23/20	AL	\$17,000.00	Purchased Pre-Owned
Shantrail Smith	AL	2014	1FA6P0HD7E5394562	12/5/17	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Sharon Sellers	AL	2014	3FA6P0H71ER363251	11/28/2014	AL	\$29,906.39	Purchased New
Sheila Evans	AL	2018	3FA6P0K99JR234596	Aug 3, 2023	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sherlaina Michelle Brown	AL	2013	3FA6P0H73DR164684	Jan 2019	AL	\$17,914.00	Purchased Pre-Owned



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Sherry Ricks	AL	2013	3FA6P0K96DR146545	4/16/21	AL	\$9,500.00	Purchased Pre-Owned
Shondra Myles	AL	2016	1FA6P0G73G5113534	7/11/21	AL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Sondra McMeans	AL	2014	3fa6p0hd5fr153114	3/13/20	AL	\$7,800.00	Purchased Pre-Owned
Sophia Dupree	AL	2017	3fa6p0hd6hr332460	3/8/17	AL	\$22,000.00	Purchased New
Stanley Hall	AL	2017	3fa6p0hd7hr269577	7/24/2017	AL	\$18,899.00	Purchased New
Tacarius Wills	AL	2019	3FA6P0HD7KR107794	4/3/19	AL	\$31,000.00	Purchased New
Tanisha Kinard	AL	2017	3FA6P0H71HR211801	3/13/20	AL	\$19,000.00	Purchased Pre-Owned
Tara Harriel	AL	2013	3FA6P0H73DR138425	9/25/19	AL	\$15,000.00	Leased Pre-Owned
Tarabio Deshawn Brown	MS	2010	3FAHP0JG4AR299882	09/01/2022	AL	\$6,000.00	Purchased Pre-Owned
Tarquesha Jones	AL	2013	3FA6P0D99DR130806	3/18/2021	AL	\$9,585.70	Purchased Pre-Owned
Terence Davis	AL	2014	3FA6P0K93ER101063	12/2/22	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Teresa Dubose	AL	2013	3FA6P0H70DR251944	4/30/2021	AL	\$10,000.00	Purchased Pre-Owned
Teressa Fuller	AL	2012	3FAHP0JA3CR426636	6/8/2022	AL	\$3,995.00	Purchased Pre-Owned
Thomas Sullivan	AL	2016	1FA6P0HD3G5107964	9/28/23	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tiffany Burnside	AL	2017	3fa6p0h70hr384192	5/28/21	AL	\$24,699.28	Leased Pre-Owned
Tiffany Parker	AL	2013	3FA6P0H72DR116500	3/19/22	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Andrews	AL	2016	3FA6P0H76GR207337	4/16/18	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Jackson	AL	2010	3FAHP0HA7AR245221	1/21/21	AL	\$4,500.00	Purchased Pre-Owned
Tony Justice	AL	2010	3FAHP0KC8AR420568	Jun 30, 2023	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tonya Posey	AL	2016	3FA6P0H72GR147721	4/22/21	AL	\$8,000.00	Purchased Pre-Owned
Tracy Hill	AL	2017	3FA6P0H7XHR410832	11/21/17	AL	\$26,000.00	Purchased New
Trey Franks	AL	2013	3FAHP0HA0CR214010	3/2/22	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tyler & Tabitha Tucker	AL	2013	3FA6P0HR3DR245430	Aug 03, 2018	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vaneslia James	AL	2016	1FA6P0G78G5136050	9/22/11	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Velma Maharaj	AL	2016	3fa6p0h76gr179488	04/01/2016	AL	\$25,000.00	Purchased Pre-Owned
Vincent Wilson	AL	2016	3FA6P0H77GR179547	Jun 14, 2019	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Walter & Wendy Dean	AL	2016	3FA6P0HD2GR260641	10/17/21	AL	\$39,000.00	Purchased Pre-Owned
Wilamena Mckinnon	AL	2016	1FA6P0H71G5116186	7/25/2019	AL	\$33,000.00	Purchased Pre-Owned
William Shelnut	AL	2015	3FA6P0H71FR288214	9/15/21	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wilma Fritts	AL	2016	1FA6P0HD5G5125852	7/22/21	AL	\$13,387.98	Purchased Pre-Owned
Zikeyia Akins	AL	2010	3FAHP0JA9AR336727	1/26/22	AL	\$7,500.00	Leased Pre-Owned
Alaskshea Richards & Jacob Jone	AR	2016	3FA6P0K9XGR261153	10/27/18	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alexis Collins	AR	2013	3fa6p0k90dr204858	11/16/13	AR	\$35,698.00	Purchased Pre-Owned
Amie Franco	AR	2015	3FA6P0H98FR269189	8/2/18	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andrew & Norma Waggoner	AR	2014	3fa6p0hd9er182792	12/01/2018	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angie & Charles Eddie Dye	AR	2014	3FA6P0HD1ER251989	3/25/14	AR	\$22,000.00	Purchased New
Angila Chambless	AR	2013	3fa6p0k98dr299850	10/3/22	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anthony Allen	AR	2012	3FAHP0HA7CR176873	11/12/21	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Betsy Beacham	AR	2011	3FAHP0JA6BR318980	8/8/12	AR	\$40,000.00	Purchased New
Brenda Burton	AR	2012	3FAHP0JAXCR298993	9/22/17	AR	\$16,500.00	Purchased Pre-Owned
Brittany Mitchell	AR	2010	3fahp0ja8ar163914	7/22/21	AR	\$3,000.00	Purchased Pre-Owned
Charles Pike	AR	2010	3FAHP0HG3AR349077	3/13/23	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christian Williams	AR	2012	3fahp0ha9cr331648	5/6/23	AR	\$15,513.00	Purchased Pre-Owned
Christina Patton	AR	2013	3FA6P0H73DR335353	12/24/21	AR	\$19,000.00	Purchased Pre-Owned
Christina Styer	AR	2016	3fa6p0h77gr117792	12/2/20	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christine Halton	AR	2010	3FAHP0CG8AR379828	2/15/23	AR	\$2,600.00	Purchased Pre-Owned
Diamond Johnson	AR	2014	3FA6P0K91ER182371	2/15/2021	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Elizabeth Betsy Johnston	AR	2012	3FAHP0JG7CR379504	7/1/14	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jaime Philpot	AR	2018	3fa6p0h78jr270995	11/14/20	AR	\$21,000.00	Leased Pre-Owned
Jameah Liggins	AR	2015	3FA6P0HDXFR252057	5/17/2015	AR	\$20,000.00	Purchased Pre-Owned
James Barrett	AR	2011	3FAHP0HG3BR159183	2/12/11	AR	\$26,000.00	Purchased New
Jennifer Knack	AR	2013	3FA6P0H72DR140389	2/17/17	AR	\$12,500.00	Purchased Pre-Owned
Jermaine Riley	AR	2010	3FAHP0HA6AR272409	4/15/22	AR	\$12,567.00	Purchased Pre-Owned
John Mosley	AR	2010	3fahp0hg2ar222725	11/15/2022	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Johnny Rodgers	AR	2016	3FA6P0H77GR159881	6/1/20	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Juana Calcaterra	AR	2014	3FA6P0HD0ER273191	11/17/21	AR	\$17,000.00	Purchased Pre-Owned
Kashiea Lotts	AR	2014	3FA6P0H74ER143991	6/14/16	AR	\$13,500.00	Purchased Pre-Owned
Keirre Purches	AZ	2018	3FA6P0G70JR176465	6/30/23	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kiara Elliott	TX	2014	3FA6P0H74ER137866	5/9/19	AR	\$18,000.00	Purchased Pre-Owned
Kristi Bailey	AR	2010	3FAHP0HG1AR265582	2/1/19	AR	\$3,000.00	Purchased Pre-Owned
Laketia Pruitt	AR	2016	3FA6P0T96GR203152	4/11/2020	AR	\$2,500.00	Purchased Pre-Owned
Latasha Gaither	AR	2014	3fa6p0hd9er165071	1/1/22	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latasha Matthews	AR	2013	3FA6P0HR9DR126247	5/10/22	AR	See MSRP, <i>Supra</i>	Leased Pre-Owned
Lola Castleberry	AR	2011	3FAHP0KC7BR295774	3/1/11	AR	\$30,000.00	Purchased New
Lori Orman	AR	2016	1FA6P0H76G5135509	1/31/19	AR	\$12,500.00	Purchased Pre-Owned
Matthew Burcham	AR	2016	3FA6P0SU0GR166055	7/16/23	AR	\$17,900.00	Purchased Pre-Owned
Melody Ryan	LA	2013	3FA6P0HR6DR250783	6/3/2022	AR	\$10,000.00	Leased Pre-Owned
Rebecca Cleaver & Janice Fagan	AR	2015	3Fa6p0h79fr292172	8/5/22	AR	\$26,000.00	Purchased Pre-Owned
Roderick Harris	AR	2013	3fa6p0h78dr349653	5/2/23	AR	\$5,450.00	Purchased Pre-Owned
Sameka Johnson	AR	2020	3FA6P0HD9LR255494	4/14/2021	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sherrie Nolen	TN	2013	3FA6P0H77DR292510	11/4/16	AR	\$18,000.00	Purchased Pre-Owned
Shinteria Hubbard	AR	2012	3FAHP0JG1CR398923	9/13/2019	AR	\$11,607.00	Purchased Pre-Owned
Solomon Dawson	AR	2013	3fa6p0hr0dr268468	Jun 1, 2014	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sunny Roller	AR	2018	3FA6P0HD4JR198120	3/13/20	AR	\$24,446.88	Leased Pre-Owned
Tameeka Perry	AR	2019	3FA6P0G76KR267340	12/31/19	AR	\$19,000.00	Purchased New
Tracie Dodd	AR	2014	1FA6P0H74E5384341	8/8/18	AR	\$10,500.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Vincent Niehaus	AR	2013	3FA6P0H72DR275548	11/10/2016	AR	\$13,516.00	Purchased Pre-Owned
Andrew Kayanga	AZ	2015	1FADP3E2XFL358261	7/29/19	AZ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anthony Holmes	AZ	2015	3Fa6p0h76fr245567	11/15/2022	AZ	See MSRP, <i>Supra</i>	Leased Pre-Owned
Brandon Hosea	OR	2015	3FA6P0SU1FR161171	11/1/2017	AZ	\$29,000.00	Purchased Pre-Owned
Carmen E Burnett	IL	2016	3FA6P0HD8GR157398	7/15/15	AZ	\$35,000.00	Purchased New
Charles Williams	AZ	2010	3FAHP0JA3AR321138	1/1/16	AZ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chayanne Ayala	AZ	2015	3FA6P0H76FR281081	8/15/2019	AZ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chris Weber	AZ	2017	3FA6P0G70HR399261	10/31/2017	AZ	See MSRP, <i>Supra</i>	Purchased New
Claudette Tate	AZ	2017	3FA6P0H77HR408200	9/21/22	AZ	\$17,011.04	Purchased Pre-Owned
Connie Morales	AZ	2010	3FAHP0HAXAR291755	11/23/16	AZ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Delfino Gonzalez	AZ	2018	3FA6P0HD8JR259906	5/11/19	AZ	\$16,536.14	Purchased Pre-Owned
Diana Gray	AZ	2016	3FA6P0HD4GR145684	6/20/18	AZ	\$25,000.00	Purchased Pre-Owned
Edwin Metcalf	AZ	2015	3FA6P0H76FR186052	Apr 5, 2016	AZ	\$15114.50	Purchased Pre-Owned
Evangela Yazzie	AZ	2015	3FA6P0T94FR293917	Sep 9, 2015	AZ	\$28,000.00	Purchased Pre-Owned
Everrick Coggeshall	AZ	2020	3fa6p0hd5lr227059	Nov 23, 2020	AZ	\$27,840.00	Purchased New
Frederick Baney	UT	2013	3FA6P0HR3DR114918	415/13	AZ	See MSRP, <i>Supra</i>	Purchased New
Juanita Gayton	AZ	2013	3FA6P0HR6DR383740	10/1/2022	AZ	\$10,000.00	Purchased New
Kerry Carter	AZ	2016	1FA6P0HD6G5134138	5/23/19	AZ	\$15,000.00	Purchased Pre-Owned
Marcellina Tohonnie & Marguerita	AZ	2018	3FA6P0HD0JR189088	2/12/21	AZ	\$20,447.84	Purchased Pre-Owned
Natasha Longoria	AZ	2019	3FA6P0T97KR265104	3/27/21	AZ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nicholas Cazzolla	AZ	2014	3FA6P0H77ER345403	8/25/14	AZ	\$20,000.00	Purchased New
Nicholas D'Amico	AZ	2013	3FA6P0H90DR261889	8/18/2021	AZ	\$6,300	Purchased Pre-Owned
RaeLynn Smith	AZ	2015	3FA6P0H72FR297584	11/22/16	AZ	\$18,000.00	Purchased Pre-Owned
Rene Whaley	AZ	2015	3FA6P0G74FR183765	5/13/2020	AZ	See MSRP, <i>Supra</i>	Leased Pre-Owned
Richard LaMacchia	AZ	2014	3FA6P0SU5ER378821	9/2/17	AZ	\$14,373.00	Purchased Pre-Owned
Robert Bustamante	CO	2017	3FA6P0G74HR417115	8/10/17	AZ	\$28,000.00	Leased New
Sarah Jayne Maestas	AZ	2012	3FAHP0HA8CR218502	3/16/15	AZ	\$15,302.25	Purchased Pre-Owned
Stephanie Lanier	AZ	2019	3FA6P0D98kR184336	2/14/23	AZ	\$15,841.00	Purchased Pre-Owned
Steven Marr	AZ	2010	3FAHP0JA3AR357606	Oct 10, 2020	AZ	See MSRP, <i>Supra</i>	Leased Pre-Owned
Steven Raimo	AZ	2014	3FA6P0K9XER194809	2/9/18	AZ	\$21,500.00	Purchased Pre-Owned
Tina McGehee	AZ	2015	3FA6P0HDXFR306151	5/24/17	AZ	\$19,643.33	Purchased Pre-Owned
Adrian Mora	CA	2014	3FA6P0HD0ER306528	12/1/2017	CA	\$16,000.00	Purchased Pre-Owned
Albert & Marianne Hahn	CA	2015	3FA6P0PUXFR253341	6/11/15	CA	\$34,000.00	Purchased New
Alexander Garcia	CA	2014	3FA6P0H91ER338822	3/15/23	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amber Graef	CA	2012	3fahp0hg7cr238325	6/18/2018	CA	\$10,998.00	Purchased Pre-Owned
Andrew Cash (1)	NV	2014	3FA6P0UUXER234467	3/11/21	CA	\$5,700.00	Purchased Pre-Owned
Andrew Persons	CA	2013	3FA6P0H72DR256207	9/15/20215	CA	\$21,976.64	Purchased Pre-Owned
Angel Araujo Jr.	CA	2013	3FA6P0H7XDR264278	6/14/20	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Anna Garcia	AZ	2015	3FA6P0H75FR281752	8/28/15	CA	See MSRP, <i>Supra</i>	Purchased New
Annie Maae	NV	2016	3FA6P0HDXFR267223	11/17/18	CA	\$18,000.00	Purchased Pre-Owned
Autumn Davis	CA	2016	1FA6P0H77G5116791	March 2019	CA	\$16,000.00	Purchased Pre-Owned
Belinda Gonzales	CA	2014	3fa6p0h7xer236112	11/23/20	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Beverly N Black	CA	2014	1fadp3f27el139013	2/21/2014	CA	\$45,300.00	Purchased New
Brandon Owens	CA	2014	3FA6P0HD7ER278002	4/21/2020	CA	\$12,800.00	Purchased Pre-Owned
Brian Gomes	CA	2015	3fa6p0hd8fr248573	11/28/2020	CA	\$19,091.00	Purchased Pre-Owned
Carly Marie Hyder	CA	2016	3FA6P0H75GR203196	7/29/2019	CA	\$16,000.00	Purchased Pre-Owned
Cassandra Amaya	CA	2013	3FA6P0H99DR243438	10/8/2020	CA	\$11,151.00	Purchased Pre-Owned
Chantela Rhym	CA	2020	3FA6P0CD1LR204434	2/27/2023	CA	\$24,000.00	Leased Pre-Owned
Charles Banks	WI	2016	3FA6P0H78GR396802	5/20/21	CA	\$13,000.00	Purchased Pre-Owned
Charmine Jackson	CA	2013	1fadp3f23dl253590	4/26/12	CA	See MSRP, <i>Supra</i>	Purchased New
Chelsea Summer Bowie	CA	2010	3FAHP0JGXR366677	10/30/2011	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher Garcia	CA	2014	3FA6P0H75ER170472	9/27/2017	CA	\$17,000.00	Purchased Pre-Owned
Christopher Young	CA	2017	3FA6P0HD0HR215652	9/19/19	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Clark Churchill	CA	2010	3FAHP0HG7AR155331	10/7/16	CA	\$12,000.00	Purchased Pre-Owned
Cortnee Nuzum	CA	2010	3FAHP0HA6AR127788	1/8/2018	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Crystal Arterberry	CA	2010	3FAHP0HA0AR406394	11/1/17	CA	\$12,000.00	Purchased Pre-Owned
Dana Shelton	MO	2014	3FA6P0SU0ER129469	5/10/17	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Daniel Earle (3)	CA	2014	3fa6p0hd6er278508	6/16/2016	CA	\$16,180.00	Purchased Pre-Owned
David Day	CA	2010	3FAHP0JG1AR357687	Nov 14, 2011	CA	\$21,000.00	Purchased Pre-Owned
Derek Fuller	CA	2019	3FA6P0HD7KR174198	1/28/20	CA	\$20,000.00	Leased New
Elijah Baqleh	CA	2015	3FA6P0UU9FR138864	8/21/23	CA	\$9,500.00	Purchased Pre-Owned
Eric Henry	CA	2016	3FA6P0HD0GR356462	8/22/2020	CA	\$14,000.00	Purchased Pre-Owned
Fernando Pineda	CA	2014	3FA6P0H78ER378636	2/25/2022	CA	\$28,000.00	Purchased New
Frank Yates	CA	2014	3FA6P0D90ER186215	10/2/20	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gary Petersen	CA	2017	3FA6P0HD9HR250920	March 2022	CA	\$16,500.00	Purchased Pre-Owned
George Mendoza	CA	2014	3FA6P0H70ER276506	6/8/19	CA	\$11,652.00	Leased Pre-Owned
Gizelle Rivera	CA	2016	3FA6P0H77GR115332	6/8/2015	CA	\$43,000.00	Purchased New
Glen Golez	CA	2012	3FAHP0KC4CR248137	9/9/2012	CA	\$36,793.00	Purchased New
Ida Ortiz	CA	2018	3FA6P0H70JR117544	5/18/22	CA	\$17,000.00	Purchased Pre-Owned
Jaime Martin	AZ	2012	3FAHP0HA2CR158734	7/15/20	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Ketley (2)	CA	2017	3FA6P0H75HR414027	November 24th	CA	\$22,396.51	Purchased Pre-Owned
Jeffrey Cooper & Rosanne Galarz	CA	2010	3FAHP0HA5AR316142	8/19/18	CA	\$10,000.00	Purchased Pre-Owned
Jenevy Gumataotao	CA	2014	3fa6p0h77er301899	3/12/2018	CA	\$15,500.00	Purchased Pre-Owned
Jennifer Wade-Pryor	GA	2019	3FA6P0HD1KR149782	7/1/21	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jerry Casillas	CA	2011	3FAHP0JG6BR305716	7/25/18	CA	\$8,700.00	Purchased Pre-Owned
Joel Balderas	CA	2014	3FA6P0K9XER337371	10/5/2018	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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John Fitzgerald	NV	2017	3FA6P0HD0HR187481	9/15/2016	CA	\$31,000.00	Purchased New
John Reza	CA	2016	3FA6P0HD1GR356244	Aug 18, 2019	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonathan Clack	CA	2014	3FA6P0SU5ER306601	May 6, 2022	CA	\$16,000.00	Purchased Pre-Owned
Joshua Springer and Linda Haug	CA	2013	3FA6P0HR4DR310317	3/9/2013	CA	\$26,000.00	Purchased New
Juan Vargas	CA	2013	3FA6P0HR2DR163835	1/18/23	CA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Judith Kurtz	CA	2013	3FA6P0K95DR325272	10/27/2022	CA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Karina Barron	CA	2014	3FA6P0HD4ER241781	1/21/19	CA	\$11,799.00	Purchased Pre-Owned
Keith Eberl	CA	2016	3FA6P0PU4GR186978	12/13/2015	CA	See MSRP, <i>Supra</i>	Purchased New
Kenneth Robb	CA	2014	3FA6P0H71ER177693	1/5/16	CA	\$17,100.00	Purchased Pre-Owned
Kenyetta Davis	CA	2013	3FA6P0HR2DR267595	12/15/2018	CA	\$28,755.04	Purchased Pre-Owned
Kevin Pfister	CA	2013	3fa6p0k96dr125775	05/01/2017	CA	\$15,000.00	Purchased Pre-Owned
Kimberley & Patricia Alexander	CA	2013	3FA6P0HR5DR350891	1/24/2017	CA	\$13,872.50	Purchased Pre-Owned
Kimberley Ellis	CA	2017	3FA6P0H7XHR316711	12/30/22	CA	\$1,917.48	Purchased Pre-Owned
Lariez San Gabriel	CA	2013	3FA6P0HR7DR311431	5/14/14	CA	\$27,000.00	Purchased Pre-Owned
Lashona Lee	CA	2013	3fa6p0h72dr229492	10/1/18	CA	\$12,999.00	Purchased Pre-Owned
Leticia Saldana	CA	2014	3FA6P0H73ER242186	5/30/14	CA	\$25,000.00	Purchased New
Louis John Gaertner & Nila Ibanez	CA	2012	3FAHP0HA3CR220352	8/1/2022	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Louis Sibille	CA	2014	3FA6P0HD6ER270330	11/7/14	CA	\$20,548.00	Purchased New
Luckiesia Belton	CA	2016	3FA6P0H70GR119383	3/1/17	CA	\$18,000.00	Purchased Pre-Owned
Luis Kellerman	CA	2013	3FA6P0H99DR362090	10/11/2021	CA	\$5,000.00	Purchased Pre-Owned
Manuel Quiroga	CA	2013	3FA6P0LU1DR128635	11/16/19	CA	\$8,500.00	Purchased Pre-Owned
Marc Dennis	CA	2016	3FA6P0T92GR276941	2/18/2016	CA	\$24,000.00	Purchased New
Maria Nato	CA	2014	3FA6P0H7XER179555	8/5/16	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marjoyrie Munoz	CA	2014	3FA6P0K97ER247739	3/15/2014	CA	\$25,000.00	Purchased New
Melissa Scalia	CA	2010	3FAHP0HG6AR218421	7/1/19	CA	\$11,890.00	Purchased Pre-Owned
Michael Beltran	CA	2014	3FA6P0HDXER185460	8/30/21	CA	\$9,500.00	Purchased Pre-Owned
Michael Serrano	CA	2019	3fa6p0hd2kr251740	1/17/2020	CA	\$26,000.00	Purchased Pre-Owned
Michele Saldana	CA	2012	3fahp0ha5cr416406	Sep 1, 2012	CA	\$27,000.00	Purchased New
Michelle Fanara (2)	CA	2013	3FA6P0HR0DR296884	5/7/2013	CA	See MSRP, <i>Supra</i>	Purchased New
Naomi Proctor	CA	2016	1FA6P0HD2G5134136	6/28/16	CA	\$25,527.00	Purchased New
Natasha Shock	CA	2016	3fa6p0g71gr147419	2/19/22	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nicholas Zurzolo	CA	2013	3FA6P0H77DR248877	11/4/19	CA	\$7,000.00	Purchased Pre-Owned
Oscar Ramos & Danielle Lopez	CA	2014	3FA6P0G76ER136672	7/22/17	CA	\$16,552.30	Purchased Pre-Owned
Oswaldo Amezcua	CA	2017	3FA6P0H78HR125188	4/19/18	CA	\$18,736.17	Purchased Pre-Owned
Pamela Thomas	CA	2014	3FA6P0HD4ER103416	10/10/22	CA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Pansy Taylor	CA	2015	3FA6P0H79FR214670	08/01/2016	CA	\$20,000.00	Purchased Pre-Owned
Ricardo Barragan	CA	2011	3FAHP0HA3AR172378	7/22/2019	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Richard Allen (1)	CA	2016	3fa6p0hd8gr247554	2/1/2016	CA	See MSRP, <i>Supra</i>	Purchased New

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Richard Allen (2)	CA	2014	3fa6p0hd7er397166	1/1/15	CA	\$32,000.00	Purchased New
Richard Amezcua	CA	2013	3FA6P0H9XDR113670	10/13/12	CA	\$35,000.00	Purchased New
Richard B Keg	CA	2014	3fa6p0h77er301580	3/1/16	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Richard Park	CA	2014	3FA6P0H79ER177960	7/6/22	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Wiltfang	CA	2014	3FA6P0K96ER185394	4/13/17	CA	\$17,000.00	Purchased Pre-Owned
RosaLea Brown-McDonald	CA	2014	3FA6P0H94ER212602	2/14/17	CA	\$18,995.00	Purchased Pre-Owned
Sahfyy Judd	CA	2014	3FA6P0SU7ER329846	Jun 9, 2020	CA	\$6,500.00	Purchased Pre-Owned
SALMAN SAJID	CA	2014	3FA6P0H95ER111536	9/14/2014	CA	\$33,940.00	Purchased New
Samantha Burns	CA	2016	3FA6P0G74GR385488	6/1/16	CA	\$24,000.00	Purchased New
Sandra Lapuste	CA	2014	3FA6P0SU0ER299430	1/3/23	CA	\$15,764.44	Purchased Pre-Owned
Sharnetta Steen	CA	2014	3FA6P0H93ER337963	11/11/2018	CA	\$17,693.00	Leased Pre-Owned
Shaun Perkins & Tammy Willis	CA	2014	3FA6P0HD2ER299243	6/9/21	CA	\$14,000.00	Purchased Pre-Owned
Shelly Stephans & Jason Brown	CA	2016	3fa6p0h7xgr226439	12/24/19	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stefanie Alfaro	CA	2014	3fa6p0k94er243714	2/15/19	CA	\$14,000.00	Purchased Pre-Owned
Stephan Feliciano	CA	2013	3fa6p0h75dr108598	3/4/2022	CA	\$10,000.00	Purchased Pre-Owned
Stephanie Nelson	CA	2016	3fa6p0hd3gr115141	12/7/17	CA	\$17,000.00	Purchased Pre-Owned
Stephen Butler	CA	2014	3FA6P0HD6ER214341	9/8/20	CA	\$3,000.00	Purchased Pre-Owned
Theresa Holt	CA	2014	3FA6P0HD9ER299370	6/9/2004	CA	\$29,000.00	Purchased New
Thomas Valenzuela	CA	2017	3FA6P0H77HR370483	9/25/20	CA	\$16,451.61	Purchased Pre-Owned
Thomas W Shafer Jr	CA	2017	3FA6P0HD8HR350863	12/27/17	CA	\$23,204.00	Purchased New
Tiffany Gillespie	CA	2017	3FA6P0K92HR132180	3/15/19	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Pugh	CA	2011	3fahp0ha0br109062	Aug 19, 2021	CA	\$15,000.00	Purchased Pre-Owned
Tomas Avalos	CA	2017	3FA6P0HD3HR313073	9/8/17	CA	\$28,000.00	Purchased New
Tony Ventura	CA	2017	3FA6P0HD2HR284861	11/11/19	CA	\$12,500.00	Purchased Pre-Owned
Tori Ochoa	CA	2013	3fa6p0hrxdr257333	2/19/19	CA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Veronica Pickett	CA	2010	3FAHP0HA9AR145623	3/16/16	CA	\$5,700.00	Purchased New
Vianca Nuno Valadez	CA	2013	3FA6P0D91DR186075	3/1/2018	CA	\$10,000.00	Purchased Pre-Owned
Andrew Sanchez	CO	2017	3fa6p0t95hr145522	5/5/20	CO	\$14,000.00	Purchased Pre-Owned
Barton Ryder	IL	2014	3fa6p0h95er242692	2/24/18	CO	\$15,647.00	Purchased Pre-Owned
Baylor Winters & Kristina Nickles	NE	2016	3FA6P0PU0GR224013	July 2 2021	CO	\$16,000.00	Purchased Pre-Owned
Brenceis Jimenez	WY	2010	3fahp0ha7ar134846	1/1/22	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Strong	CO	2014	3FA6P0H76ER308844	3/7/20	CO	\$11,972.16	Purchased Pre-Owned
Christina Brackett	CO	2015	3FA6P0H99FR136909	12/27/18	CO	\$19,219.32	Purchased Pre-Owned
Christopher Cuoco	CO	2014	3FA6P0HD9ER165099	5/15/19	CO	\$14,200.00	Purchased Pre-Owned
Daniel Macko	CO	2011	3fahp0ha9br235226	9/23/19	CO	\$8,254.00	Purchased Pre-Owned
Devin Quintana	NV	2011	3fahp0ha5br108196	1/1/12	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gerald Hammon	CO	2012	3FAHP0GA2CR415361	3/15/19	CO	\$12,000.00	Purchased Pre-Owned
Gustavo Gutierrez	CO	2013	3FA6P0G77DR288880	9/15/16	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Irma Garcia	CO	2017	3FA6P0G72HR398547	7/26/17	CO	\$23,670.30	Purchased New
Jacob Aurit	CO	2013	3fa6p0hr2dr350458	10/1/23	CO	\$5,500.00	Purchased Pre-Owned
James Joseph Mason	CO	2016	3FA6P0HD3GR286049	10/1/2022	CO	\$16,000.00	Leased Pre-Owned
Jayne Jackson	CO	2010	3FAHP0JA0AR135279	6/15/16	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffrey Thompson	CO	2011	3FAHP0HA9BR201349	May 5, 2017	CO	\$10,823.21	Purchased Pre-Owned
Joel Ronquillo	CO	2013	3FA6P0H95DR310519	11/30/22	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Smarsh	OH	2014	1fa6p0g70e5397461	1/19/20	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonathan Katso	UT	2013	3fa6p0hr1dr243076	5/16/22	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joshua Mongillo	CO	2018	3FA6P0H75JR132928	8/16/22	CO	\$20,985.00	Purchased Pre-Owned
JUDITH RUSSELL	CO	2013	3FA6P0HR5DR343780	7/1/2013	CO	\$25,000.00	Purchased New
Kimberly Washington	LA	2016	3FA6P0HD6HR112817	5/2/22	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mike Sexton	CO	2013	3FA6P0HR6DR311405	1/1/18	CO	\$10,000.00	Purchased Pre-Owned
Robert Barber	CO	2016	3FA6P0K95GR356946	7/4/2019	CO	\$17,101.57	Purchased Pre-Owned
Rus Haag	CO	2013	3FA6P0D9XDR140695	6/18/2014	CO	\$28,000.00	Purchased Pre-Owned
Steven Thierry	CO	2016	3FA6P0T90GR341480	7/30/16	CO	\$35,000.00	Purchased New
William Ryan	CO	2019	3FA6P0G7XKR177141	12/22/23	CO	\$13,000.00	Purchased Pre-Owned
Wylli Williamson	CO	2013	3FA6P0G70DR203197	6/20/16	CO	\$13,800.00	Purchased Pre-Owned
Adam Dejackome	CT	2016	3FA6P0K91GR399891	May 9, 2017	CT	\$21,454.25	Purchased Pre-Owned
Allen Nelson	CT	2017	3FA6P0D97HR245460	2/20/2020	CT	\$18,252.00	Purchased Pre-Owned
Brandon Berlin	CT	2018	3FA6P0D97JR155067	May 1, 2020	CT	\$22,000.00	Purchased Pre-Owned
Brenda Walter	OH	2014	3FA6P0HD4ER384665	1/6/2020	CT	\$4,000.00	Purchased Pre-Owned
Brian and Judith Miller	CT	2012	3fahp0ha6cr147915	01/01/2012	CT	\$28,000.00	Purchased New
Carita Stephens	CT	2013	3FA6P0H73DR221949	Mar 2019	CT	\$4,900.00	Purchased Pre-Owned
Christopher Krieger	CT	2016	1fa6p0h79g5118431	Aug 27, 2020	CT	\$11,000.00	Purchased Pre-Owned
Gabriel Rosario	CT	2013	3FA6P0H70DR194421	4/4/13	CT	See MSRP, <i>Supra</i>	Purchased New
James DeLong	CT	2020	3FA6P0T9XLR101265	9/27/21	CT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jenny Martinez	CT	2016	3FA6P0T96GR263710	4/1/2019	CT	\$20,000.00	Purchased Pre-Owned
Jerson Ramirez	CT	2014	1FA6P0H74E5405740	7/15/15	CT	\$37,000.00	Purchased Pre-Owned
Kevin Felix	CT	2013	3FA6P0K96DR308433	6/12/2013	CT	\$31,983.75	Purchased New
Michael Berens	CT	2014	3fa6p0d99er397414	6/13/17	CT	\$18,000.00	Purchased Pre-Owned
Peter Hoetjes	CT	2016	1FA6P0H73G5121535	12/18/2015	CT	See MSRP, <i>Supra</i>	Leased New
Tracey Polite	MA	2014	3FA6P0K97ER284788	9/14/2016	CT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Darrell Harding	DE	2014	3FA6P0H76ER154328	10/1/21	DE	See MSRP, <i>Supra</i>	Leased Pre-Owned
Dashay & Siani Moody	DE	2020	3FA6P0HD5LR226588	10/5/21	DE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dominique Drummond	DE	2016	3FA6P0HD4GR189474	8/23/2022	DE	\$15,000.00	Purchased Pre-Owned
Dupree Wright	DE	2013	3FA6P0HR6DR206198	12/8/17	DE	\$17,000.00	Purchased Pre-Owned
Frances McKinney	DE	2017	3FA6P0HD5HR290637	7/11/17	DE	\$25,000.00	Purchased New
Jody McMillan	DE	2013	3fa6p0g77dr131530	12/26/23	DE	\$6,500.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Kimberly Gentry	DE	2013	3FA6P0HRXDR130968	Oct 02, 2020	DE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
LaBrea Bellamy	GA	2016	3FA6P0HD8GR310409	4/23/17	DE	\$17,500.00	Purchased Pre-Owned
Laura Hummel	DE	2010	3FAHP0HA7AR392333	8/17/2010	DE	\$24,463.48	Purchased New
Martia McGinnis (2)	DE	2011	3FAHP0HA7BR323384	3/25/22	DE	\$11,000.00	Purchased Pre-Owned
Martia McGinnis (3)	DE	2019	3FA6P0CD2KR265340	1/1/23	DE	\$15,000.00	Purchased Pre-Owned
Michael Gilardi	MD	2013	3FA6P0G70DR211137	12/27/12	DE	\$22,500	Purchased New
Michelle Daisey	DE	2015	1FA6P0HD1F5102972	Nov 2, 2021	DE	\$18,859.58	Purchased Pre-Owned
Ray Warren	DE	2012	3FAHP0JG9CR165372	1/24/14	DE	\$21,995.00	Purchased Pre-Owned
Samantha Cox	DE	2013	3fa6p0h72dr123866	8/11/21	DE	\$8,000.00	Purchased Pre-Owned
Shatara Watson	MD	2014	3FA6P0H7XER290462	2/23/22	DE	\$2,300.00	Purchased Pre-Owned
Shavalya Matthews	DE	2013	3FA6P0HR1DR137212	7/12/2018	DE	\$19,500.00	Purchased Pre-Owned
Sherry Murray	DE	2017	3FA6P0VP1HR271002	12/23/2017	DE	\$34,690.00	Purchased New
Aidan Hadley	FL	2013	3FA6P0G72DR265541	4/1/22	FL	\$8,000.00	Purchased Pre-Owned
Alaa Abuijack	FL	2018	3FA6P0HD0JR237477	2/10/2022	FL	\$25,659.06	Purchased Pre-Owned
Alexis Blackmon	FL	2015	3FA6P0HD7FR153549	8/8/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alisceya Maderson	FL	2013	3FA6P0HR8DR245049	5/15/19	FL	\$11,000.00	Purchased Pre-Owned
Amy McDaniel	FL	2014	3FA6P0H75ER178944	12/30/22	FL	\$10,220.00	Purchased Pre-Owned
Andrew Zampano	FL	2017	3FA6P0H71HR364372	8/3/18	FL	\$25,000.00	Purchased Pre-Owned
Anthony Henderson	FL	2016	3FA6P0H95GR373866	1/19/23	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anthony Nuzzo	CT	2014	3fa6p0k96er208477	3/5/22	FL	\$21,928.97	Purchased Pre-Owned
Anthony Peluso	FL	2014	1FA6P0HD6E5378854	1/17/16	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Antwaun Daniels	FL	2016	3fa6p0k9xgr219937	9/2020	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashunti Terry	FL	2014	3FA6P0HD7ER342930	12/8/20	FL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Barbara Geddie	FL	2018	3FA6P0G76JR184103	3/5/2022	FL	\$12,000.00	Purchased Pre-Owned
Betty Christian	MS	2011	3fahp0kc5br230793	11/23/12	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bobby Henry	FL	2014	3fa6p0h77er198998	02/01/2020	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandy Manuel	FL	2016	3FA6P0H93GR155232	12/7/21	FL	\$20,000.00	Leased Pre-Owned
Bridget Cantera	GA	2015	3FA6P0H9XFR219748	1/15/2021	FL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Camilo & Luis Mejia	FL	2013	3FA6p0h73dr318360	2/11/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cheyenne Pelham	FL	2016	3FA6P0H76GR376810	4/3/19	FL	\$18,500.00	Purchased Pre-Owned
Christopher Emmanuelli	FL	2013	3FA6P0K97DR315844	05/15/2021	FL	\$12,354.00	Purchased Pre-Owned
Christopher Stone	FL	2016	3FA6P0HD1GR176911	3/12/16	FL	\$22,000.00	Purchased Pre-Owned
Clark Prudom	FL	2013	3fa6p0h7xdr211404	5/3/22	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Craig Stackhouse	FL	2012	3FAHP0KC5CR299162	10/22/22	FL	\$4,000.00	Purchased Pre-Owned
Crystal Jones	FL	2014	1FA6P0HD7E5405396	2/24/23	FL	\$8,300.00	Purchased Pre-Owned
Dale Williams	FL	2016	3FA6P0K91GR376983	3/29/21	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Darrian Bravo	FL	2015	3FA6P0HD6FR250810	8/9/21	FL	\$25,309.92	Purchased Pre-Owned
Darrien Johnson	FL	2011	3FAHP0HA4BR143229	3/22/15	FL	\$15,500.00	Purchased Pre-Owned



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Deborah Benjamin	FL	2011	3FAHP0HA6BR224717	7/1/13	FL	\$6,000.00	Purchased Pre-Owned
Devnish Seales	FL	2016	3FA6P0H79GR147893	8/7/2017	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dylan Gleason (2)	FL	2016	3fa6p0g78gr368970	7/17/2023	FL	\$12,595.00	Purchased Pre-Owned
Frank Polise III	FL	2012	3FAHP0GA0CR148687	5/10/13	FL	\$15,000.00	Purchased Pre-Owned
Frederick Robinson	FL	2010	3FAHP0HA3AR373357	5/11/15	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Guillermo Melendez	FL	2018	3FA6P0H72JR133566	9/3/20	FL	\$16,500.00	Purchased Pre-Owned
Heriberto Gonzalez	FL	2017	3FA6P0K92HR198695	Jan 8, 2018	FL	\$34,265.00	Purchased New
Hiram Harris	FL	2010	3FAHP0HGXR300541	Mar 16, 2020	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Hydia Anderson	FL	2016	3FA6P0HD5GR176863	5/7/2021	FL	\$10,995.00	Purchased Pre-Owned
J David Casarez	FL	2020	3FA6P0HD8LR201183	2/15/22	FL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jacob Burger	FL	2013	3FA6P0H70DR124630	Jun 1, 2023	FL	\$500.00	Purchased Pre-Owned
James Edwards	FL	2012	3FAHP0JA6CR302618	12/27/2015	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Roland	FL	2013	3FA6P0HR1DR135105	5/29/19	FL	\$21,814.61	Purchased Pre-Owned
Jamie Mallatt	FL	2014	3FA6P0H77DR255067	4/13/16	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Janene Vance	FL	2016	3fa6p0k97gr400588	1/19/21	FL	\$12,000.00	Purchased Pre-Owned
Jared Choplin	FL	2014	1FA6P0HDXE5388996	10/3/22	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jason Perry	GA	2012	3FAHP0GA2CR299191	8/23/17	FL	\$10,000.00	Purchased Pre-Owned
Jeffrey Loner	FL	2014	3FA6P0H71ER126422	1/1/23	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffrey Strahl	FL	2015	1FA6P0H71F5114730	1/27/24	FL	\$17,522.26	Purchased Pre-Owned
Jeffrey Taylor	FL	2018	3FA6P0G70JR255571	1/8/2018	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeremy Vitovitz	FL	2013	3FA6P0HR3DR363705	7/10/15	FL	\$23,000.00	Purchased Pre-Owned
Jessica Roman	FL	2017	3FA6P0H70HR151266	12/26/22	FL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jessica Thomas	FL	2010	3FAHP0HG7AR192010	3/3/2022	FL	\$11,000.00	Purchased Pre-Owned
John Borup	FL	2014	3FA6P0HD6ER300832	8/18/17	FL	\$12,345.50	Purchased Pre-Owned
John Crea	FL	2012	3FAHP0JAXCR222268	12/24/18	FL	\$5600	Purchased Pre-Owned
Jonathan Townson	FL	2017	3FA6P0K98HR209280	1/10/18	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joseph Logan	GA	2016	3FA6P0H71GR102396	11/30/16	FL	\$27,000.00	Purchased New
Joyce Walker	OK	2014	1FA6P0H76E5404704	6/25/18	FL	\$6,000.00	Purchased Pre-Owned
Juliette Ayala	FL	2015	1FA6P0H72F5116292	5/15/16	FL	\$14,000.00	Purchased Pre-Owned
Kelly Goolsby	FL	2013	3FA6P0D96DR333328	2/6/20	FL	\$21,662.56	Purchased Pre-Owned
Kenashia Lewis	FL	2014	3FA6P0HD8ER311184	11/11/22	FL	\$21,000.00	Purchased Pre-Owned
Kennesha Belvin	FL	2015	3FA6P0K98FR101853	3/1/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Hamilton	WA	2012	3FAHP0JA7CR407863	9/6/16	FL	\$12,000.00	Purchased Pre-Owned
Keya Strawder Hinds & Barbara O	FL	2014	3FA6P0HD9ER367280	March 2016	FL	\$20,000.00	Purchased Pre-Owned
Keysha Henderson	AL	2015	1FA6P0HD1F5127788	6/18/19	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kimberly Helms	FL	2010	3FAHP0JG9AR328986	Feb 01, 2023	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lakerdra Snowden	AL	2016	3FA6P0H73GR119524	1/20/21	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Laronda Coleman	FL	2014	3FA6P0H7XER271460	1/30/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Latoya Moorer	FL	2010	3FAHP0HA3AR235821	4/24/15	FL	\$26,000.00	Purchased Pre-Owned
Leroy Burke & Lakeshia Johnson	FL	2013	3FA6P0H74DR368183	5/5/21	FL	\$6,500.00	Purchased Pre-Owned
Leroy Heath	FL	2015	3FA6P0H73FR167975	12/12/21	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leslie Blane	FL	2015	3fa6p0h71fr207339	08/01/2021	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lindsey Holsinger	FL	2016	1FA6P0H79E5361816	4/6/17	FL	\$16,890.00	Purchased Pre-Owned
Lisa Kozelka	FL	2014	3FA6P0H74ER304033	6/5/16	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lucilla Choice	FL	2014	3FA6P0HD1ER207216	4/29/21	FL	\$25,987.00	Purchased Pre-Owned
Luis Santiago	FL	2017	3fa6p0h78hr289024	12/14/22	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Madison Valk	FL	2013	3FA6P0HR7DR268886	August 2015	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maiem Alam	FL	2015	1FA6P0HD2F5112930	10/18/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Malik Jones	FL	2015	1FA6P0HD1F5125135	6/30/20	FL	\$11,760.75	Purchased Pre-Owned
Marcellus Frederick	FL	2015	1FA6P0H7XF5111597	5/18/2016	FL	\$16,500.00	Purchased Pre-Owned
Marie McKelvin	FL	2011	3FAHP0HA1BR199483	11/1/19	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark George	FL	2014	3FA6P0H72ER309585	6/22/22	FL	\$14,297.05	Purchased Pre-Owned
Mary Scottie	FL	2015	3FA6P0H77FR102272	1/7/18	FL	\$21,555.00	Purchased Pre-Owned
Matthew Dunn	FL	2013	3FA6P0HR2DR356969	3/2/23	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Melissa Akins	FL	2019	3fa6p0t90kr233997	09/01/2020	FL	\$28,000.00	Purchased New
Melissa Preston	FL	2016	3FA6P0H77GR151795	3/15/18	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Blocker	FL	2013	3FA6P0K99DR146457	May 13, 2023	FL	\$13,000.00	Purchased Pre-Owned
Michael Perusse	FL	2016	3FA6P0K92GR361635	1/31/22	FL	\$19,800.00	Purchased Pre-Owned
Mikessia Smith	VA	2017	3FA6P0HD7HR161623	12/19/19	FL	\$17,000.00	Purchased Pre-Owned
Morris Brown	FL	2010	3FAHP0HA2AR405778	12/31/21	FL	\$10,000.00	Leased Pre-Owned
Neketha Deberry	GA	2017	3fa6p0h72hr158848	03/16/2019	FL	\$19,000.00	Purchased Pre-Owned
Nicole Nicholas	FL	2016	3FA6P0K92GR235498	11/14/2022	FL	\$16,935.48	Purchased Pre-Owned
Noemy Alfaro	FL	2018	3FA6P0HD6JR213135	May 6, 2021	FL	\$22,000.00	Purchased Pre-Owned
Paula Hill	FL	2011	3FAHP0HA6BR229612	02/20/2023	FL	\$16,000.00	Purchased Pre-Owned
Peter Krenzer	FL	2016	3FA6P0H73GR376649	4/27/23	FL	\$6,800.00	Purchased Pre-Owned
Raheel Imtiaz DBA 2nd City Autos	GA	2013	3FA6P0H72DR190452	1/21/23	FL	\$5,090.00	Purchased Pre-Owned
Rawle Cuffie	FL	2015	3FA6P0LU8FR274811	12/30/19	FL	\$16,550.00	Purchased Pre-Owned
Rhonda Bennett	FL	2011	3FAHP0KCXBR103716	10/22/2022	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Richardson Louis	FL	2016	1fa6p0h70g5132198	11/20/17	FL	\$20,000.00	Purchased New
Ricky Gleason	FL	2016	3fa6p0h74gr200077	8/1/20	FL	\$4,800.00	Leased Pre-Owned
Robert Skaggs	IN	2012	3Fahp0ha5cr121953	6/30/14	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rondell Adderly	FL	2013	3FA6P0H74DR373142	3/6/22	FL	\$16,198.17	Purchased Pre-Owned
Ruben Jardines	FL	2016	3FA6P0HD4GR183867	8/25/15	FL	\$28,864.72	Purchased New
Samantha Yopez	FL	2013	3FA6P0H75DR306324	Aug 15, 2020	FL	\$17,000.00	Purchased Pre-Owned
Sandra Williams	FL	2013	3FA6P0HR8DR302124	8/1/22	FL	\$20,000.00	Purchased New
Sara Hill	FL	2013	3FA6P0h72dr116836	Jan 14, 2017	FL	\$13,904.37	Purchased Pre-Owned

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Shawnetta Alexander	FL	2016	3fa6p0k94gr130266	6/19/23	FL	\$9,115.84	Purchased Pre-Owned
Skylar Waldrop	AL	2010	3FAHP0HA9AR191257	3/17/2022	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stacia Meszaros	FL	2013	3FA6P0H74DR349567	Feb 25, 2023	FL	\$5,800.00	Purchased Pre-Owned
Stephanie Dawn Brito Linhares	FL	2013	3FA6P0K94DR212106	12/31/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stephanie Senora Cotton	FL	2013	3FA6P0H72DR204124	2/21/23	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Steven and Camron Nowaczyk (2)	FL	2019	3FA6P0K96KR260185	Apr 14, 2021	FL	\$18,869.59	Purchased Pre-Owned
Steven Silverman	FL	2012	3FAHP0GA1CR340491	3/2/23	FL	\$13,098.94	Purchased Pre-Owned
Suzanne Petite	FL	2013	3FA6P0HR5DR225180	8/1/20	FL	\$17,000.00	Purchased Pre-Owned
Sydney Denis	FL	2014	3FA6P0H70ER228598	11/7/15	FL	\$20,689.38	Purchased Pre-Owned
Taeylor-Marie Gray	FL	2018	3FA6P0G74JR184259	5/26/18	FL	See MSRP, <i>Supra</i>	Purchased New
Tammy Sirmans	GA	2012	3FAHP0JA1CR265512	3/9/19	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Thomas J. Briggs	FL	2017	3FA6P0HDXHR298264	2017	FL	\$18,000.00	Purchased Pre-Owned
Thomas Quinn	FL	2019	3FA6P0HD0KR112187	Mar 15, 2023	FL	\$2,300.00	Purchased Pre-Owned
Thomas Zupansic	FL	2014	3FA6P0H99ER114911	3/12/2015	FL	\$21,000.00	Purchased Pre-Owned
Thu Hong Thi Nordeen	FL	2016	3FA6P0K99GR174361	10/5/2020	FL	\$9,876.00	Purchased Pre-Owned
Tiérre Green	FL	2013	3FA6P0HR0DR105769	12/2/16	FL	\$24,533.68	Purchased Pre-Owned
Tim Peterec	FL	2016	3fa6p0h77gr325431	3/16/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tonia Thomas	FL	2014	1FA6P0HD6E5380121	11/1/21	FL	\$11,000.00	Purchased Pre-Owned
Tracy Scott	FL	2010	3FAHP0HA4AR127434	12/19/2011	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Travis Noffsinger	FL	2016	3FA6P0K90GR237959	1/1/19	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Trenetta Carolyn Grant	MS	2014	3FA6P0HD8ER156605	3/15/16	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Trenicia Bright	FL	2018	3FA6P0HDXJR125141	9/15/23	FL	\$12,000.00	Purchased Pre-Owned
Troy Jordan	FL	2014	3FA6P0HD8ER126763	2/9/2022	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vansago Nevins	FL	2016	3FA6P0H96GR394628	3/26/2017	FL	\$26,000.00	Purchased New
Vivian Rivera Hanes	GA	2013	3FA6P0H71DR318566	Sep 29, 2013	FL	\$24,774.81	Purchased New
Walter Scheaffer	FL	2013	3FA6P0HR8DR311535	6/1/2014	FL	\$25,000.00	Purchased Pre-Owned
Wayne Wiggins	FL	2010	3FAHP0JA2AR311331	9/18/14	FL	\$5,000.00	Purchased Pre-Owned
Yolanda Cosby	FL	2015	1fa6p0h73f5111618	11/9/2017	FL	\$13,793.19	Purchased Pre-Owned
Yolunda Jones	FL	2011	3FAHP0JG1BR186117	6/30/20	FL	\$4,500.00	Purchased Pre-Owned
Zachary Mansell	FL	2010	3FAHP0GA3AR176206	6/27/20	FL	\$2,000.00	Purchased Pre-Owned
Zachery Beasley	OH	2013	3FA6P0RU5DR288170	12/1/2018	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Akedra Kionte Martin	GA	2015	3FA6P0H70FR135596	07/13/22	GA	\$20,000.00	Purchased Pre-Owned
Alanna Matlock	GA	2015	3FA6P0G71FR223882	3/2/21	GA	\$11,383.00	Purchased Pre-Owned
Allison Gann	AL	2016	3fa6p0g73gr120951	Jan 25, 2016	GA	See MSRP, <i>Supra</i>	Purchased New
Amanda Huffman	SC	2015	3fa6p0hd8fr248279	7/15/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anna Funderburk	NC	2015	3FA6P0K91FR283718	1/24/2021	GA	\$13,000.00	Leased Pre-Owned
Anna Warren	GA	2011	3FAHP0HA7BR135478	7/1/19	GA	\$13,995.00	Purchased Pre-Owned
Annette Nokes	AZ	2013	3FA6P0H75DR167151	9/3/16	GA	\$16,000.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Anthony Chappell	GA	2015	1FA6P0H79F5126155	10/26/2020	GA	\$14,600.00	Purchased Pre-Owned
Anthony Harris	GA	2014	3FA6P0H76ER133334	6/2/2022	GA	\$10,995.00	Leased Pre-Owned
Ashton Morgan	GA	2012	3FAHP0JAXCR229009	10/16/2022	GA	\$10,000.00	Leased Pre-Owned
Beverly Harrell	AL	2011	3FAHP0HA0BR170511	8/12/22	GA	\$8,573.00	Purchased Pre-Owned
Boris Stone	GA	2013	3FA6P0HR7DR285218	Aug 30, 2020	GA	\$6603.492	Purchased Pre-Owned
Brandi Harrell	GA	2014	1FA6P0HDXE5369770	5/20/17	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Britney Lane	GA	2016	3FA6P0HD9GR390903	12/15/21	GA	\$22,522.27	Purchased Pre-Owned
Bryan Jackson	GA	2014	3FA6P0H97ER299699	10/15/16	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Camry Ward	GA	2011	3FAHP0HA4BR315792	10/10/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Candice Cannon	GA	2017	3FA6P0HD5HR180221	4/14/14	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Cari Stylarek	GA	2016	3FA6P0K93GR178339	5/18/2018	GA	\$25,622.81	Purchased Pre-Owned
Carson Duffey	GA	2013	3FA6P0HR7DR167217	8/24/18	GA	\$13,000.00	Purchased Pre-Owned
Casey Hilson	GA	2014	3FA6P0HD3ER117887	11/1/21	GA	\$9,900.00	Purchased Pre-Owned
Cedric Harris	GA	2012	3FAHP0HA3CR220416	Aug 22, 2014	GA	\$13,299.00	Purchased Pre-Owned
Charles Chambers	GA	2014	1FA6P0H77E5373432	9/15/2019	GA	\$12,900.00	Purchased Pre-Owned
Charles Stokes	NV	2019	3FA6P0CD3KR150181	8/13/21	GA	\$23,000.00	Purchased Pre-Owned
Charles Tant	GA	2012	3FAHP0GA0CR345200	3/10/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chris Underwood	GA	2013	3FA6P0SU3DR373504	9/4/2013	GA	\$4,800.00	Purchased New
Christine Campbell	GA	2016	3FA6P0HD0GR139381	8/19/2018	GA	\$34,000.00	Purchased New
Cleveland Critton	GA	2019	3FA6P0HD9HR137288	Apr 24, 2017	GA	\$27,500.00	Purchased New
Courtney Traylor	GA	2011	3fahp0jg5br225792	Jul 24, 2012	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Daniel Valdez	GA	2016	3fa6p0g72gr109309	05/01/2023	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Danielle Crumlich	GA	2011	3FAHP0HA2BR125635	5/15/20	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Brown	GA	2010	3FAHP0HG9AR237061	6/3/22	GA	\$4,500	Purchased Pre-Owned
David Burgess	GA	2019	3FA6P0D92KR186616	3/26/21	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Jackson	GA	2010	3FAHP0HA3AR422735	5/1/18	GA	\$4,500.00	Purchased Pre-Owned
David McLamb	GA	2019	3FA6P0HD3KR274976	3/27/2020	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Deana Harden	GA	2011	3FAHP0HA4BR249678	9/22/22	GA	\$1,200.00	Purchased Pre-Owned
Deloise Snowden	NC	2018	3FA6P0HD8JR166254	11/16/17	GA	\$32,000.00	Leased New
DeMario Dover	GA	2015	3FA6P0H91FR236597	6/27/2020	GA	\$10,028.00	Purchased Pre-Owned
Derrick Slaton	GA	2012	3FAHP0HA7CRB21391	11/13/15	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Devin Ulmer	GA	2017	3FA6P0D98HR291699	11/20/21	GA	\$26,000.00	Purchased Pre-Owned
Diamond Love	GA	2016	3FA6P0HD8GR360789	6/9/19	GA	\$25,851.28	Purchased Pre-Owned
Ebony Johnson	GA	2010	3FAHP0JG9AR317356	2/19/2022	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Felicity Lackey	GA	2015	3FA6P0K90FR222487	5/12/21	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Fred Taylor	GA	2013	3fa6p0hr6dr161425	8/27/14	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Fulton Butts	SC	2016	1FA6P0H73G5133071	1/31/2022	Ga	\$35,656.00	Leased Pre-Owned
Gabriel Curry	GA	2016	3FA6P0HD0GR391907	3/9/2017	GA	\$16,900.00	Purchased Pre-Owned



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Gaibiel Taylor	GA	2010	3FAHP0CG7AR247465	May 10, 2013	GA	\$20,000.00	Purchased Pre-Owned
George Trice	GA	2011	3fahp0ja5br243706	8/2/04	GA	\$12,000.00	Purchased Pre-Owned
Glenn Robinson	GA	2016	3FA6P0HRXDR347565	5/24/16	GA	\$26,000.00	Purchased Pre-Owned
Gregory Heuchert	GA	2016	3fa6p0k99gr387584	6/25/18	GA	\$16,500.25	Purchased Pre-Owned
Gwen Wynn	GA	2014	3FA6P0H75ER214518	10/1/23	GA	\$10,000.00	Purchased Pre-Owned
Hambric McGlockton	GA	2014	3FA6P0RU3ER308613	6/20/17	GA	\$28,000.00	Purchased Pre-Owned
Hannah Ballew	TN	2014	3fa6p0h91er295955	06/22/2023	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Holly Nunn	GA	2014	1FA6P0HD6E5391197	8/22/2014	GA	See MSRP, <i>Supra</i>	Purchased New
Jacquelyn Thompson	GA	2014	3FA6P0H74ER229186	1/17/2016	GA	\$13,650.00	Leased Pre-Owned
Ja'kwell Pringle	GA	2015	3FA6P0H72FR124924	8/1/21	GA	\$18,000.00	Purchased Pre-Owned
Jamaica Benton	GA	2013	3FA6P0HD7ER246439	2/9/19	GA	\$13,000.00	Purchased Pre-Owned
James Ross	GA	2012	1FAHP3F26CL466517	3/8/22	GA	\$3,100.00	Purchased Pre-Owned
James Viniskey	GA	2010	3FAHP0HA4AR184829	8/17/21	GA	\$14,751.32	Purchased Pre-Owned
Jaris Henry	GA	2016	3fa6p0h99gr237787	3/6/21	GA	\$80,000.00	Purchased Pre-Owned
Jodie Branyon	GA	2015	3FA6P0K99FR307313	2/1/20	GA	\$10,000.00	Leased Pre-Owned
John Flagg	GA	2016	3FA6P0HD9GR296522	6/13/16	GA	\$31,826.88	Purchased New
John Kilgore	GA	2014	1fa6p0h79e5355210	5/13/21	GA	\$6,000.00	Purchased Pre-Owned
John Raines	GA	2016	3FA6P0HDXGR375634	1/26/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Strickland	FL	2015	3FA6P0HD7FR261184	6/15/15	GA	\$28,000.00	Purchased New
Jose Martinez Delgado	GA	2013	3FA6P0G78DR211368	march 2019	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joseph Jones	GA	2016	3FA6P0H73GR388087	Jan 19, 2019	GA	\$16,989.00	Purchased Pre-Owned
Judy Steward	GA	2017	3FA6P0H98HR111003	11/17/17	GA	See MSRP, <i>Supra</i>	Purchased New
Kathleen McCoy	GA	2010	3FAHP0JA1AR268780	8/1/15	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Keith Dunton	GA	2015	3FA6P0H72FR151590	9/4/2018	GA	\$24,000.00	Leased Pre-Owned
Kelley Walker	GA	2015	3FA6P0G71FR195940	3/21/23	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kendra Smith	GA	2014	1FA6P0G74E5370022	8/10/17	GA	\$20,000.00	Purchased Pre-Owned
Keturah Granger	GA	2014	3fa6p0h74er117410	3/21/2022	GA	\$12,830.00	Purchased Pre-Owned
Kimberly Ford	GA	2013	3FA6P0H74DR327052	5/15/2015	GA	\$30,000.00	Purchased Pre-Owned
Lalesha Burge	GA	2014	1FA6P0H71E5381879	3/26/21	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latesha & Valerie Almond	GA	2019	3fa6p0hd7kr101896	03/01/2021	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
LaTisha Dowe	GA	2016	3FA6P0H76GR147849	5/5/2021	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
LaTonya Watson	GA	2013	3FA6P0H7XDR152855	5/7/17	GA	\$8,000.00	Purchased Pre-Owned
Latoya Lewis	GA	2013	3FA6P0HR9DR225179	8/12/2019	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Latoyia Johnson	GA	2013	3fa6p0h74dr349424	2/22/19	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lekeva Harris	GA	2018	3fa6p0hd7jr276129	7/7/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lemuel Duckett II	GA	2012	3FAHP0JG1CR242381	4/14/12	GA	See MSRP, <i>Supra</i>	Purchased New
Leticia Mercado	GA	2013	3FA6P0H97DR348110	7/14/19	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Madison Stinchcomb	GA	2017	3fa6p0hdxhr219059	10/16/2022	GA	\$12,000.00	Purchased Pre-Owned

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Marquette McCrae	GA	2015	1FA6P0H74F5127780	3/7/21	GA	\$18,000.00	Leased Pre-Owned
Mary Reynolds	GA	2014	3FA6P0HD8ER229049	1/3/15	GA	\$11,245.00	Leased Pre-Owned
Matthew Smith	GA	2014	3fa6p0h98er265447	12/14/22	GA	\$12,500.00	Leased Pre-Owned
Meggan Wadsworth	GA	2013	3FA6P0HR5DR110272	2/15/23	GA	\$3,300.00	Purchased Pre-Owned
Melissa Hamilton	GA	2014	1FA6P0H72E5390445	5/18/20	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mike Faulkner	GA	2017	3FA6P0H98HR272807	10/28/20	GA	\$18,426.00	Purchased Pre-Owned
Monique Bussey	GA	2014	3FA6P0H79ER358864	5/20/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Norma & Anthony Burr	GA	2010	3FAHP0HA4AR411534	12/10/16	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Pamela Simons	GA	2014	3FA6P0HD1ER217079	12/21/13	GA	\$27,853.48	Purchased New
Patsie Eslinger	GA	2017	3fa6p0hd9hr305477	5/11/22	GA	\$22,833.17	Purchased Pre-Owned
Philip Summers	GA	2016	3FA6P0H70GR160161	10/1/21	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Phillep Copeland	GA	2019	3fa6p0k91kr254004	Apr 22, 2021	GA	\$25,890.00	Purchased Pre-Owned
Quondavious Smith	GA	2010	3FAHP0JG3AR123342	6/30/20	GA	\$5,000.00	Purchased Pre-Owned
Rebecca Cooper	GA	2016	3FA6P0H77GR322254	12/23/2020	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Reginald Stinson	GA	2010	3FAHP0HA3AR373407	Jun 12, 2023	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rickey Mack	GA	2016	3FA6P0H76GR261575	9/12/20	GA	\$12,000.00	Purchased Pre-Owned
Robin DeAnn Ellyson	GA	2016	3FA6P0H70GR296550	12/14/2020	GA	\$17,000.00	Leased Pre-Owned
Rondu Ervin	GA	2015	3fa6p0h72fr258641	8/27/2021	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rosa Patterson	GA	2013	3FA6P0H74DR347351	11/27/2019	GA	\$8,000.00	Purchased Pre-Owned
Ro'Shondra Gardner	GA	2015	3FA6P0HD6FR110143	2/22/17	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Samuel Johnson	KY	2013	3FA6P0H94DR251043	6/6/2014	GA	\$24,000.00	Purchased Pre-Owned
Sean Hill	GA	2014	3FA6P0H79ER264869	5/25/2014	GA	See MSRP, <i>Supra</i>	Purchased New
Shanekia Davis	GA	2010	3FAHP0HA8AR218111	2/15/21	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shannon Cook	GA	2013	3FA6P0G77DR277698	1/7/23	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shannon Mooney	GA	2015	1FA6P0G78F5112216	02/01/2020	GA	\$17,280.00	Purchased Pre-Owned
Shantara Womble	GA	2014	3FA6P0HD8ER138122	4/30/2021	GA	\$18,135.88	Leased Pre-Owned
Shaquita Kelly	GA	2016	3FA6P0H74GR109004	5/16/22	GA	\$22,000.00	Purchased Pre-Owned
Shumeka Jones	GA	2013	3FA6P0G72DR131306	11/1/2021	GA	\$10,500.00	Purchased Pre-Owned
Stacey Whitehead	GA	2017	3FA6P0HD8HR116304	3/13/18	GA	\$25,000.00	Purchased Pre-Owned
Stephanie Hill	GA	2011	3FAHP0HAXBR254870	7/13/2011	GA	See MSRP, <i>Supra</i>	Purchased New
Stephen Poindexter	GA	2019	3FA6P0G78KR146616	5/22/23	GA	\$20,000.00	Leased Pre-Owned
Tabatha Stillwell	GA	2012	3FAHP0GA1CR392123	10/1/22	GA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Taliyah Harrison	GA	2015	3fa6p0k9xfr239846	5/1/2021	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tamasia Belton	FL	2016	3FA6P0H70GR389634	3/5/21	GA	\$26,000.00	Leased Pre-Owned
Tameika Bryant	GA	2010	3FAHP0HG6AR193956	3/18/14	GA	\$18,000.00	Leased Pre-Owned
Tamekia Rankin	GA	2014	1FA6P0H72E5399002	10/10/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tammie Feagin	GA	2011	3FAHP0HAXCR148274	7/15/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tammy Fauteux	GA	2014	3fa6p0d90er146278	5/17/22	GA	\$12,000.00	Purchased Pre-Owned

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Tammy Jones	GA	2014	3FA6P0HD0ER385781	7/11/19	GA	\$5,900.00	Purchased Pre-Owned
Tammy Rohme	GA	2011	3fahp0jg8br197227	2/21/20	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Taquasia Ringer	GA	2017	3FA6P0H75HR150226	10/25/18	GA	\$24,000.00	Leased Pre-Owned
Tara Gallagher	GA	2018	3FA6P0H79JR156679	Aug 20, 2020	GA	\$18,000.00	Purchased Pre-Owned
Teresa Louise Stewart (Brown)	GA	2016	3FA6P0G7XGR323352	4/8/16	GA	\$21,693.00	Purchased New
Terrian Lacy- Green & Ramone Gi	GA	2016	3FA6P0HD8GR233587	9/22/2021	GA	\$15,868.60	Purchased Pre-Owned
Theopolis Chandler	IL	2016	1A6P0H73G5101396	6/17/17	GA	\$12,000.00	Purchased Pre-Owned
Thomas McCurry	NC	2015	3FA6P0H75FR287941	5/10/2015	GA	See MSRP, <i>Supra</i>	Purchased New
Thomas Montgomery	GA	2013	3FA6P0HR3DR167120	2/20/2022	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tina Jordan	GA	2015	1FADP3K21FL222945	5/18/23	GA	\$18,000.00	Purchased Pre-Owned
Tina McConnell	GA	2014	3FA6P0H7XER165963	9/3/20	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Treena Riseden	GA	2010	3FAHP0JG8AR383297	2/15/20	GA	\$8,000.00	Purchased Pre-Owned
Vanessa Guilarte	GA	2020	3FA6P0HD3LR263137	12/30/20	GA	\$26,159.37	Purchased New
Vera Jones	GA	2010	3FAHP0JG9AR122230	4/14/23	GA	\$3600	Purchased Pre-Owned
Vickey Biggers	GA	2013	3FA6P0HR7DR356630	5/19/19	GA	\$22,679.70	Leased Pre-Owned
Vincent Brown	GA	2014	3FA6P0HDXER374528	3/21/22	GA	\$30,466.00	Leased Pre-Owned
Whitney Austin	PA	2012	3FAHP0JA5CR261463	11/30/2020	GA	\$25,999.00	Purchased Pre-Owned
William Gregg Tillery	GA	2015	3fa6p0h79fr218783	5/1/15	GA	\$32,000.00	Purchased New
Willie Gary	GA	2011	3FAHP0JAXBR141317	April 2016	GA	\$16,000.00	Purchased Pre-Owned
Willie Lester Danford	GA	2013	3FA6P0H99DR134512	1/1/22	GA	\$22,000.00	Purchased Pre-Owned
YaMekia Brown	GA	2015	3FA6P0HD0FR230987	1/15/17	GA	\$23,000.00	Purchased Pre-Owned
Yvonne McDaniel	GA	2015	3FA6P0HD7FR189340	9/5/18	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Zimmie Christensen	GA	2013	3FA6P0RU6DR317899	12/25/19	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Larry Presley Deborah Fetherolf	OH	2017	3FA6P0K95HR274216	10/3/23	HI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Vandervelde	HI	2019	3FA6P0CD5KR150862	7/27/20	HI	\$22,995.00	Purchased Pre-Owned
Aisha Shimilimana	IA	2016	3FA6P0H98GR191675	3/1/19	IA	\$17,000.00	Leased Pre-Owned
Alisha Herman	IA	2010	3FAHP0HA4AR317816	March 2020	IA	\$3,000.00	Purchased Pre-Owned
Angie & Wayne Parden	IA	2015	1FA6P0HD6F5107844	5/15/20	IA	\$10,000.00	Purchased Pre-Owned
Annette Foertsch	IA	2015	3FA6P0HD7FR127470	11/29/14	IA	\$39,382.06	Purchased New
Antronette Phillips	IA	2014	3FA6P0G70ER171448	7/25/19	IA	\$8,000.00	Purchased Pre-Owned
April DeMent-Moore	IL	2018	3FA6P0H72JR212686	2/18/19	IA	\$33,000.00	Purchased Pre-Owned
Clinton Brown	IA	2014	3FA6P0D9XER200931	7/13/17	IA	\$22,000.00	Purchased Pre-Owned
Cody Kenyon	IA	2012	3FAHP0HA9CR418661	3/15/21	IA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dale Kenyon	IA	2012	3FAHP0HA9CR409510	10/3/23	IA	\$6,500.00	Purchased Pre-Owned
Donald Lannen	IA	2015	3FA6P0T91FR253830	2/21/20	IA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Edward & Nora Casey	IA	2017	3FA6P0H71HR344820	8/10/2019	IA	\$15,275.00	Purchased Pre-Owned
Emerie Davis	IA	2014	3fa6p0ruxer373913	12/6/21	IA	\$31,800.00	Leased Pre-Owned
Felicia & Jesse Gigaroa	IA	2017	3FA6P0HD2HR157589	10/15/16	IA	\$22,000.00	Purchased New

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Glen Walters	IA	2015	3FA6P0H96FR223120	7/7/17	IA	\$19,000.00	Purchased Pre-Owned
Jaimie Campbell	IA	2016	3fa6p0hd0gr391163	12/19/19	IA	\$18,200.00	Purchased New
Jennifer Jameson	IA	2014	3FA6P0K93ER147721	1/3/22	IA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jessica Smith	IA	2016	3FA6p0k99gr369571	3/21/19	IA	\$20,000.00	Purchased Pre-Owned
John Samson	IA	2013	3FA6p0k9xdr227337	8/21/14	IA	\$9,000.00	Purchased Pre-Owned
Jon William Hueser & Ann J. Rees	IA	2010	3FAHP0HA0AR158292	2/1/21	IA	\$3,000.00	Purchased Pre-Owned
Jon William Hueser & Ann J. Rees	IA	2010	3FAHP0HG6AR191902	11/22/2020	IA	\$3,250.00	Purchased Pre-Owned
Jonathon Beebe	NE	2016	3FA6P0H7XGR238865	7/7/23	IA	\$20,000.00	Purchased Pre-Owned
Joseph Kindon	IA	2011	3FAHP0HA8BR272946	8/31/22	IA	\$4,500.00	Purchased Pre-Owned
Katie Hart	IA	2013	3FA6P0HRXDR359439	8/1/22	IA	\$18,000.00	Purchased Pre-Owned
Kenneth Engelbart	IA	2014	3FA6P0H73ER313936	Jun 24, 2016	IA	\$14,500.00	Purchased Pre-Owned
Mary Smith	IL	2016	3FA6P0HD0GR396430	8/8/2010	IA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matthew Don Farber	IA	2010	3FAHP0HA5BR139593	11/7/2019	IA	\$5,000.00	Purchased Pre-Owned
McKenna Jolynn Kelley & Jeff Kell	IA	2010	3FAHP0JG8AR217975	10/31/22	IA	\$10,000.00	Purchased Pre-Owned
Michelle Hill	IL	2016	3FA6P0HD5GR278535	2/16/24	IA	\$16,000.00	Purchased Pre-Owned
Nicholas Scobee	IL	2015	1fa6p0hd8f5118327	5/9/20	IA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rachel Wilson	IA	2013	3FAHP0HA3CR134443	Apr 15, 2022	IA	\$13,000.00	Purchased Pre-Owned
Rina Morris	IA	2016	3FA6P0K93GR370036	April 2020	IA	\$11,750.00	Purchased Pre-Owned
Robyn Gedusky	IA	2011	3FAHP0JG0BR115281	5/2/22	IA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ryan & Kelly Chapman	IA	2014	3FA6P0K90ER254466	2/1/21	IA	\$12,500.00	Purchased Pre-Owned
Shellie Skjoldal	IA	2010	3FAHP0JGXAR149856	10/5/23	IA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Sierra Liebhart Catour	MO	2014	3FA6P0H70ER364164	8/25/2018	IA	\$15,000.00	Purchased Pre-Owned
Steve Mileham	IA	2017	3FA6P0H73HR166974	10/12/19	IA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Todd Stockwell	IA	2012	3FAHP0JG4CR178174	Jan 03, 2019	IA	\$6,500.00	Purchased Pre-Owned
Tomanickia Burrage	FL	2013	3fa6p0h79dr387893	9/23/21	IA	\$26,000.00	Leased Pre-Owned
Trey Becker	IA	2014	3FA6P0HD6FR249303	4/19/18	IA	\$12,500.00	Purchased Pre-Owned
Benjamin Jackson Jr.	IL	2013	3FA6P0HRXDR100661	10/7/22	ID	See MSRP, <i>Supra</i>	Leased Pre-Owned
Christopher Haynes	ID	2014	3FA6P0HD8ER194271	06/01/2014	ID	\$32,000.00	Purchased New
Greg Farr	WA	2016	3fa6p0g76gr329875	8/19/2019	ID	\$15,000.00	Purchased Pre-Owned
James Clanton	UT	2010	3FAHP0HA6AR382764	8/10/23	ID	\$3,000.00	Purchased Pre-Owned
Jeffrey Hoven	ID	2020	3FA6P0HD5LR147034	9/5/20	ID	\$35,000.00	Purchased New
John Pruett DBA Johns Auto and	ID	2014	3FA6P0D96ER233148	3/3/22	ID	\$9,365.00	Purchased Pre-Owned
Mark Warren	WA	2011	3FAHP0HA6BR161182	1/21/18	ID	\$8,900.00	Purchased Pre-Owned
Alexander Augustyczak	IL	2011	3FAHP0HA7BR154645	10/9/2013	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alexis Dumas	IL	2017	3fa6p0g78hr108540	Apr 21, 2021	IL	\$25,074.00	Purchased Pre-Owned
Alisha Cornman	IL	2013	3FA6P0HRXDR185453	9/17/22	IL	\$12,000.00	Purchased Pre-Owned
Alvin Brown	IL	2014	3FA6P0H73ER191269	6/1/14	IL	\$26,000.00	Purchased New
Amanda Quam	IL	2019	3FA6P0D9XKR152746	11/30/20	IL	\$21,000.00	Leased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Andre Triplett	IL	2017	3FA6P0K91HR146362	7/24/23	IL	\$24,000.00	Purchased Pre-Owned
Andrea Taylor	IL	2014	3FA6P0HD9ER108319	03/15/2016	IL	\$23,000.00	Purchased Pre-Owned
Angel Diaz (1)	IL	2018	3FA6P0HD5JR199535	8/24/21	IL	\$28,000.00	Leased New
Angela Brooks	IL	2014	3FA6P0HDXER119264	6/27/2022	IL	\$28,000.00	Purchased Pre-Owned
April Elvidge	IL	2010	3FAHP0HA6BR188625	Jan 01, 2011	IL	\$25,000.00	Purchased New
Ashley Eubanks	IL	2012	3fahp0hg3cr262234	2/20/19	IL	\$5,900.00	Purchased Pre-Owned
Ashley Farley	IN	2015	3FA6P0K92FR283680	3/1/23	IL	\$4,500.00	Purchased Pre-Owned
Austin Smith	IL	2013	3FA6P0H78DR214091	11/22/22	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
B Susan Marten	IL	2018	3FA6P0HD2JR127465	4/30/2018	IL	\$24,500.00	Purchased Pre-Owned
Berry Wright	IL	2010	3FAHP0HA9AR404272	2/12/20	IL	\$3,879.00	Purchased Pre-Owned
Beth Holzkamp	IL	2012	3FAHP0HA0CR185561	5/19/2022	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bobby Bowman	IL	2014	1fa6p0hd2e5402096	8/18/17	IL	\$18,000.00	Purchased Pre-Owned
Brandi Pierce	IL	2019	3FA6P0D9XKR104714	8/3/20	IL	\$24,000.00	Purchased Pre-Owned
Brandi Rossman	IL	2014	1fa6p0h71e5352639	7/1/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandon Washington	MD	2016	3FA6P0H75GR119718	7/19/2016	IL	See MSRP, <i>Supra</i>	Purchased New
Brandy Heath	TN	2019	3FA6P0HD8KR267683	2/18/22	IL	\$28,000.00	Purchased Pre-Owned
Bridget Green	IL	2016	1FA6P0H79G5127307	2/20/20	IL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Brielle Arnold	FL	2014	1FA6P0HD9E5397057	4/15/16	IL	\$21,000.00	Purchased Pre-Owned
Brittany Pham	MO	2013	3FA6P0RU6DR324240	6/14/2013	IL	\$36,500.00	Purchased New
Carlos Pastrana	IL	2019	3FA6P0K95KR270707	11/30/22	IL	\$17,389.74	Purchased Pre-Owned
Carol Williams	IL	2014	3FA6P0G79ER134009	10/14/13	IL	See MSRP, <i>Supra</i>	Purchased New
Chanquanta Price	IL	2010	3FAHP0HAXAR157778	9/21/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Prindiville	IL	2010	3FAHP0JA1AR159204	1/12/17	IL	\$10,000.00	Purchased Pre-Owned
Cheri Brown	IL	2010	3FAHP0HA6AR131839	Feb 14 2023	IL	\$15,000.00	Purchased Pre-Owned
Chetara Heath	IL	2011	3FAHP0HA1BR346370	3/1/2021	IL	\$4,000.00	Purchased Pre-Owned
Christina Franklin	IL	2015	3FA6P0K90FR203101	6/29/15	IL	\$36,500.00	Purchased New
Cindi Hurd (Vitale)	IN	2014	3FA6P0HD8ER148326	9/30/2013	IL	\$26,413.00	Purchased New
Clifford James	IN	2013	3FA6P0K95DR317382	6/21/14	IL	\$26,000.00	Purchased Pre-Owned
Connie Colbert	IL	2010	3FAHP0JA6AR314460	9/1/15	IL	\$8,000.00	Purchased Pre-Owned
Darrel Janssen	IL	2010	3FAHP0JA6AR216173	7/14/19	IL	\$7,800.00	Purchased Pre-Owned
Darryl Powell Jr & Francesca Watl	WI	2017	3FA6P0HDXHR309862	10/17/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Collins	IN	2013	3FA6P0H71DR131800	4/28/21	IL	\$6,000	Purchased Pre-Owned
Deanna Lyles	WI	2016	3FA6P0HD0GR152034	3/20/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Debra Caywood	IL	2020	3FA6P0G73LR260993	1/4/21	IL	\$30,000.00	Purchased New
Debra Linnear	IL	2015	1fa6p0hd4f5113500	10/19/2019	IL	\$27,000.00	Purchased Pre-Owned
Dennis Artramise	IL	2014	1FA6P0H70E5373546	1/20/23	IL	\$20,000.00	Purchased Pre-Owned
Derek Bushong	MT	2014	3fa6p0hd3er175496	8/31/16	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Desaree Doyle	IL	2013	3FA6P0HR4DR154196	3/8/21	IL	\$7,300.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Devin Peters	IL	2011	3FAHP0HA4BR212548	3/24/23	IL	\$2,500.00	Purchased Pre-Owned
Diana Rojas Espitia	IL	2011	3FAHP0JG4BR250117	5/7/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diana Taylor	IL	2018	3FA6P0H73JR238407	1/26/2020	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diquashia Thomas	IL	2015	3FA6P0D9XFR180875	7/22/2022	IL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Dorothy Riles	IL	2010	3FAHP0HA9AR417507	3/12/12	IL	\$29,000.00	Purchased Pre-Owned
Dwight Walker	IL	2010	3FAHP0HA0AR232987	Jun 2, 2023	IL	\$3,999.00	Purchased Pre-Owned
Ed Pointer	IL	2013	3FA6P0HR8DR111299	8/20/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Edwina Leavy	IL	2014	3FA6P0H74ER191877	8/13/19	IL	\$5,500.00	Leased Pre-Owned
Emmary Jones	IL	2014	3FA6P0H70ER221358	2/2/23	IL	\$20,891.00	Leased Pre-Owned
Erica Peterson	IL	2013	3FA6P0H70DR275483	1/8/2020	IL	\$32,817.46	Leased Pre-Owned
Felix Rivera	IL	2020	3FA6P0HD0LR257361	10/1/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Francheska Dills	IL	2016	3FA6P0HD1GR277107	12/19/2022	IL	\$4,500.00	Purchased Pre-Owned
Gabriel Guajardo	IL	2014	3fa6p0h76er298039	Mar 21, 2022	IL	\$15,647.15	Purchased Pre-Owned
Gary W Kline	OR	2014	3FA6P0H73ER247520	7/15/14	IL	\$28,400.00	Purchased New
George Givan & Tristina Henry	IL	2016	3fa6p0hd6gr374478	11/1/19	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Henry Wilborn	IL	2010	3FAHP0HA8AR387335	4/15/14	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jacob Krusa	IL	2011	3FAHP0HA1BR123343	4/19/20	IL	\$19,000.00	Purchased Pre-Owned
James Dorn	IL	2016	3FA6P0HD3GR312455	6/18/16	IL	\$29,000.00	Purchased Pre-Owned
James Eades	IL	2017	3FA6P0H74HR383420	august 2021	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Martin	IL	2013	3FA6P0HR3DR138930	4/15/22	IL	\$11,500.00	Purchased Pre-Owned
Jamoni Jones	IL	2012	3FAHP0HA0CR432044	3/28/22	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Janice Strickland	IL	2014	3FA6P0H91ER380634	12/25/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jason George	IL	2012	3fahp0ja4cr348755	8/9/21	IL	\$6,200.00	Purchased Pre-Owned
Jasper Powell	IL	2017	3FA6P0H9XHR403591	7/5/22	IL	\$33,999.12	Purchased Pre-Owned
Jeremy Pfeiler	IL	2012	3FAHP0HG4CR119759	9/21/15	IL	\$13,000.00	Purchased Pre-Owned
Jeremy Webb	IL	2016	3FA6P0H74GR200421	4/9/2018	IL	\$16,000.00	Purchased Pre-Owned
Jerome Batemon	IL	2013	3FA6P0H95DR255750	8/16/21	IL	\$17,000.00	Purchased Pre-Owned
Jerome Hubbert	IL	2016	1FA6P0H72G5133630	3/25/19	IL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jerome Johnson	IL	2014	1FA6P0H77E5376864	5/20/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Eads (1)	IL	2016	3FA6P0K90GR135318	12/29/16	IL	\$18,000.00	Purchased Pre-Owned
Jessica Eads (2)	IL	2019	3FA6P0HD5KR195258	7/12/2019	IL	\$28,555.00	Purchased New
Jimmie Lee Jones	LA	2015	3fa6p0g78fr178696	11/1/14	IL	\$42,000.00	Purchased New
Joel & Marsha Gunter	IL	2013	3FA6P0PU6DR309241	6/1/17	IL	\$16,000.00	Purchased Pre-Owned
John & Carrie Sekulich	IL	2011	3fahp0jg6br279294	06/01/2020	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jorri Mcdowell	IL	2015	1FA6P0H75F5118103	3/8/19	IL	\$28,000.00	Purchased Pre-Owned
Joseph W Luy	IL	2012	3FAHP0GA9CR361234	4/12/12	IL	\$22,000.00	Purchased New
Joshua Boone	IL	2015	3fa6p0k97fr227802	10/3/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Juan Torres	IL	2012	3FAHP0GA8CR184935	11/29/22	IL	\$3,700.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Justice Brumfield	IL	2011	3FAHP0HA4BR120081	9/28/19	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Juwanda Petty	IL	2015	3FA6P0H78FR129772	3/26/2022	IL	\$22,000.00	Leased Pre-Owned
Karen Walker Horton	IL	2014	3FA6P0HDXER109043	8/19/19	IL	\$17,000.00	Purchased Pre-Owned
Katrina Carter	IL	2015	3FA6P0H73FR208475	Mar 23, 2021	IL	\$15,450.00	Purchased Pre-Owned
Keathen A & Kristen A Moreland	IL	2012	3FAHP0GA8CR161445	9/19/11	IL	\$23,783.08	Purchased New
Keenan Davis	IL	2017	3FA6P0T93HR311293	12/18/20	IL	\$35,000.00	Leased Pre-Owned
Keith McWoodson	IL	2016	3FA6P0HD7GR283963	10/13/17	IL	\$14,999.00	Purchased Pre-Owned
Kene Brown	IL	2013	3FA6P0H76DR327005	6/30/2022	IL	\$7,000.00	Purchased Pre-Owned
Kenitra Jones	IL	2013	3FA6P0HR8DR247187	5/13/20	IL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Kenneth Menard	IL	2013	3fa6p0h77dr371479	2/22	il	\$17,000.00	Purchased Pre-Owned
Kevin Elfreeze	IL	2014	1FA6P0HD5E5394964	6/17/14	IL	\$34,000.00	Purchased New
Kevin Mamach	IL	2015	3FA6P0D97FR108757	7/30/18	IL	\$20,000.00	Purchased Pre-Owned
Kevin Schicker	IL	2016	3Fa6p0t90gr303411	7/12/2019	IL	\$12,202.00	Purchased Pre-Owned
Kimani Price	IL	2014	3fa6p0h73dr262162	7/17/19	IL	\$14,530.00	Purchased New
Kody Kellner	IL	2015	3fa6p0k94fr232021	3/31/21	IL	\$13,254.60	Purchased Pre-Owned
Kristen Castillo	IL	2014	3FA6P0K93ER175969	7/6/2019	IL	\$13,705.00	Purchased Pre-Owned
Kristopher Hanson	IL	2013	3FA6P0K97DR199853	5/25/16	IL	\$28,887.00	Purchased Pre-Owned
Kurtis Wydajewski	IL	2016	3FA6P0HDXGR340172	8/23/19	IL	\$13,999.00	Purchased Pre-Owned
Laith Alrousan	IL	2019	3FA6P0G75KR247631	4/26/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lamont Watkins	IL	2011	3FAHP0JA7BR227779	March 2016	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lane Dunakey	IL	2014	3FA6P0H73ER238283	12/1/2018	IL	\$9,500.00	Purchased Pre-Owned
Lanell Carr	IN	2014	3FA6P0HD2ER155742	11/8/20	IL	\$6,500.00	Purchased Pre-Owned
Latonya Oliver	IL	2019	3FA6P0G79KR163909	4/1/2019	IL	\$24,959.21	Purchased New
Latosha Kennedy	IL	2015	3FA6P0HD4FR181180	5/18/17	IL	\$15,000.00	Purchased Pre-Owned
Latoya Winston	IL	2016	3FA6P0H78GR304071	1/11/2019	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Laura Rodriguez	IL	2015	3FA6P0H7XFR302059	6/1/15	IL	\$23,274.93	Purchased New
Lemichael Jackson	IL	2014	1FA6P0G7XE5370428	Dec 12, 2013	IL	\$28,000.00	Purchased New
Lowell Campbell	IL	2014	1FA6P0HD5E5360118	1/5/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mallory Diaz	IL	2010	3FAHP0HA2AR316714	4/1/21	IL	\$6,000.00	Purchased Pre-Owned
Marco Uriostegui	IL	2017	3FA6P0H73HR377849	6/13/17	IL	See MSRP, <i>Supra</i>	Purchased New
Mareese Berry	IL	2013	3FA6P0H72DR353407	2/24/22	IL	\$12,000.00	Leased Pre-Owned
Mariah Jordan	IL	2013	3FA6P0HR7DR135237		IL	\$18,377.87	Purchased Pre-Owned
Marilyn Roberts	IL	2016	3FA6P0H7XGR387437	7/10/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Howard	IL	2014	1FA6P0H76E5358744	8/27/2022	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Szymanski	IL	2016	3FA6P0HD5GR339091	6/1/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Martenia Shyne	IL	2014	3FA6P0G70ER311045	Dec 7, 2021	IL	\$14,552.00	Purchased Pre-Owned
Mary Hernandez	IL	2011	3fahp0ja9br278278	8/17/17	IL	\$17,000.00	Purchased Pre-Owned
Matthew Wilson	IL	2016	3fa6p0h74gr180414	7/31/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Maurice Jordan	IL	2013	3FA6P0H92DR368958	Feb 17, 2018	IL	\$28,009.74	Purchased Pre-Owned
Maurice Williams	IL	2014	3FA6P0HDXER133049	2/25/23	IL	\$19,000.00	Purchased Pre-Owned
Megan Susko	IL	2013	3fa6p0hr9dr132226	Aug 30, 2021	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael & Jill Blattner	IL	2017	3fa6p0hd6hr143274	02/01/2017	IL	\$35,000.00	Purchased Pre-Owned
Michael & Sharon Johnson	IL	2010	3FAHP0JA6AR281511	9/2/13	IL	\$26,500.00	Purchased New
Michael Boyd	IL	2013	3FA6P0HR1DR225872	11/22/22	IL	\$17,000.00	Leased Pre-Owned
Michael Harvey	IL	2014	1FA6P0H71E5390453		IL	\$10,979.34	Purchased Pre-Owned
Michele Pericak	IL	2016	3FA6P0H71GR286884	Oct 27, 2022	IL	\$16,000.00	Leased Pre-Owned
Michelle Cahill	IL	2017	3FA6P0H71HR321103	11/20/2018	IL	\$23,000.00	Purchased Pre-Owned
Michelle Willis	MO	2012	3FAHP0JA9CR177954	5/11/22	IL	\$14,995.00	Leased Pre-Owned
Misty McDonough	IL	2020	3FA6P0D99LR174643	7/3/23	IL	\$21,000.00	Leased Pre-Owned
Monique Price	IL	2013	3fa6p0hr8dr198928	Dec 15, 2023	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mykhail Walters	IL	2012	3FAHP0HA3CR306616	9/30/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
NAJAH MOHAMMAD	IL	2014	1FA6P0H74E5357737	5/11/2014	IL	\$25,000.00	Purchased Pre-Owned
Nakia Beck	IL	2011	3FAHP0HAXBR147768	1/22/22	IL	\$14,000.00	Purchased Pre-Owned
Nancy Jackson	IL	2016	3FA6P0T95GR213560	7/1/2019	IL	\$21,000.00	Purchased Pre-Owned
Nathan & Kelli Judd	IL	2012	3fahp0ha1cr150799	7/6/22	IL	\$9,950.00	Purchased Pre-Owned
Nathan Dunk	IL	2013	3FA6P0H79DR101766	5/14/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
NATOSHIA ROBERTSON	MS	2011	3FAHP0JA9BR333750	4/19/22	IL	\$5,500.00	Purchased Pre-Owned
Naveen Nanu	IL	2017	3fa6p0hd3hr122964	8/10/17	IL	\$11,000.00	Purchased Pre-Owned
Patricia Boren	IL	2010	3FAHP0HA2AR307110	7/21/21	IL	\$4,749.00	Purchased Pre-Owned
Patrick Joyce	IL	2018	3FA6P0H77JR196016	9/4/19	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Precious Rickmon	IL	2013	3FA6P0H71DR365256	9/14/18	IL	\$14,000.00	Purchased Pre-Owned
Ramon White & Juanice Schoffner	IL	2015	3FA6P0H77FR113871	Sept 2021	IL	\$29,000.00	Purchased Pre-Owned
Raquel Housley	IL	2012	3FAHP0JA8CR353666	3/18/21	IL	\$13,589.00	Purchased Pre-Owned
Rasheed Edwards	IL	2019	3fa6p0hd2kr129475	6/14/22	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Raven Scharre	IL	2013	3FA6P0LU4DR229801	3/1/21	IL	\$20,000.00	Purchased Pre-Owned
Ray Heaney	IL	2013	3FA6P0D98DR211232	4/5/2016	IL	\$25,993.96	Purchased Pre-Owned
Rebecca & William Pettenger	IL	2017	3FA6P0H78HR178540	May 2020	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Regina Royer	IL	2012	3FAHP0GA1CR118081	5/24/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rhonda Gibson	IL	2010	3FAHP0HA7AR410555	12/1/19	IL	\$9,000.00	Purchased Pre-Owned
Ricardo Roman	IL	2013	3FA6P0HR4DR263595	3/2/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Rich	IL	2020	3fa6p0g76lr232279	3/11/22	IL	\$29,101.07	Purchased New
Robert Rozycki	IL	2020	3fa6p0hd5lr105558	2/2/21	IL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Roymona Owens	IL	2020	3fa6p0cd2lr192584	06/01/2022	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ruben Carreon	IL	2017	3fa6p0g73hr335425	12/18/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sara Rosenthal	IL	2013	3FA6P0H71DR348201	2/15/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sarah Nicole Kelleher	IL	2014	3fa6p0ru4er128024	12/31/21	IL	\$7,200	Purchased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Sarah Royster	IL	2015	3fa6p0h71fr208698	5/11/20	IL	\$15,000.00	Purchased Pre-Owned
Seth Cambron	IL	2017	3FA6P0HD4HR353551	3/26/20	IL	\$21,000.00	Purchased New
Shana & Kenneth Schaub (2)	IL	2013	3FA6P0HR2DR246925	4/26/13	IL	See MSRP, <i>Supra</i>	Purchased New
Shana Schaub (Khoshaba) (1)	IL	2015	3FA6P0G79FR232233	2/5/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shannel Smith	IL	2016	3FA6P0H7XGR222617	Mar 26, 2016	IL	\$30,000.00	Purchased New
Shannon Kruse	IL	2015	3FA6P0HDXFR124689	10/21/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shanowa Hall	IL	2010	3FAHP0HG0AR238700	6/19/20	IL	\$5,000.00	Purchased Pre-Owned
Shantrece Johnson	IL	2011	3FAHP0JA5BR293571	october 1st 2020	IL	\$12,000.00	Purchased Pre-Owned
Sharae Thomas	IN	2013	3FA6P0HR5DR368808	8/18/20	IL	\$8,000.00	Leased Pre-Owned
Sharlette Watson	IL	2013	3FA6P0HR2DR329545	7/24/17	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shatondria White	IL	2018	3FA6P0H70JR113722	8/15/18	IL	\$36.65	Purchased New
Sierra Bess	IL	2014	3FA6P0K99ER259066	12/14/14	IL	\$26,000.00	Purchased Pre-Owned
Star Kennedy	IL	2014	3FA6P0K93ER380451	5/13/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stephanie Bailey	IL	2015	3FA6P0HD8FR180629	6/17/17	IL	\$21,000.00	Purchased Pre-Owned
Stephanie Zimmerman	IL	2013	3FA6P0HR2DR305309	11/21/22	IL	\$9,995.00	Purchased Pre-Owned
Steve Morand	CA	2016	3FA6P0K91GR224475	10/30/2018	IL	\$18,000.00	Purchased Pre-Owned
Susan Strait	IL	2018	3FA6P0G72JR276213	1/8/22	IL	\$24,000.00	Purchased Pre-Owned
Susan Villanueva	IL	2012	3FAHP0JA7CR445500	4/27/19	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Talia King	IL	2016	3FA6P0H9XGR212090	5/20/22	IL	\$18,000.00	Purchased Pre-Owned
Tara Miller (1)	IL	2016	1FA6P0H79G5110071	5/1/2019	IL	\$15,500.00	Purchased Pre-Owned
Tara Miller (2)	IL	2016	3FA6P0H99GR358710	3/5/2018	IL	\$17,821.50	Purchased Pre-Owned
Tashea Freeman	IL	2014	1FA6P0HD5E5360457	9/6/2021	IL	\$16,875.69	Leased Pre-Owned
Terry Doolen	IL	2010	3FAHP0HA0AR166828	11/1/22	IL	\$5,000.00	Purchased Pre-Owned
Tim Scaman	IL	2019	3FA6P0D9XKR152746	11/30/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Brown	IL	2017	3FA6P0H90HR194216	10/11/21	IL	\$20,000.00	Purchased Pre-Owned
Tosha Boose	IL	2010	3FAHP0HA0AR171818	8/2/21	IL	\$20,000.00	Leased Pre-Owned
Trisha Lewis	IL	2012	3FAHP0HA7CR136860	11/24/2021	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vanessa Schahrer	IL	2017	3FA6P0HD7HR155725	Feb 22, 2021	IL	\$10,000.00	Purchased Pre-Owned
Wally Marsh	IL	2012	3FAHP0HA0CR409489	7/7/16	IL	\$12,500.00	Purchased Pre-Owned
Wayne Miller III	IL	2012	3fahp0ha0cr197693	8/5/20	IL	\$9,500.00	Leased Pre-Owned
William G Brandt	IL	2013	3FA6P0D9XDR240926	2/22/2013	IL	\$45,000.00	Purchased New
William Lickly	IL	2020	3FA6P0K90LR245571	Sep 20, 2020	IL	\$35,706.68	Purchased New
William Robinson & Therese Fourt	IL	2010	3Fahp0ja4ar193444	5/31/17	IL	See MSRP, <i>Supra</i>	Leased Pre-Owned
Joseph Franz	IL	2010	3FAHP0JA0AR171991	3/3/22	IL	\$4,700.00	Purchased Pre-Owned
Aaron Wood	KY	2014	3FA6P0H93ER364502	7/24/19	IN	\$13,500.00	Purchased Pre-Owned
Alexis Davenport	IN	2011	3FAHP0KC4BRA20902	11/3/14	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angelia Burnham	IN	2018	3fa6p0hd5jr153932	2/2/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Arthur Lawson	IN	2013	3FA6P0H94DR255755	05/01/2015	IN	\$19,000.00	Purchased Pre-Owned

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Ashley Rickard	IN	2013	3FA6P0H70DR331907	1/18/2018	IN	\$14,000.00	Purchased Pre-Owned
Beatrice Jines	IN	2017	3FA6P0H94HR104193	6/19/16	IN	\$30,093.00	Purchased New
Beth Mitchell	IN	2017	3FA6P0HD1HR272152	3/20/19	IN	\$19,067.29	Purchased New
Billy Johnson	IN	2015	3FA6P0H94FR203125	3/7/23	IN	\$23,334.49	Purchased Pre-Owned
Bobbie Hammond	IN	2017	3FA6P0H77HR326600	10/21/20	IN	\$18,095.21	Purchased Pre-Owned
Brandon Holden	IN	2015	1FA6P0H73F5117774	1/21/2022	IN	\$22,000.00	Leased Pre-Owned
Brent Spoonemore	IN	2014	3FA6P0H79ER109352	8/1/18	IN	\$15,398.00	Purchased Pre-Owned
Brett Felber	IN	2019	3FA6P0T90KR271102	1/26/22	IN	\$23,000.00	Purchased Pre-Owned
Bryan Spielbusch	MI	2016	3fa6p0h76gr312699	2/2/23	IN	\$23,000.00	Purchased Pre-Owned
Casie Young	IN	2015	3FA6P0HD2FR111306	3/28/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Catrese Lyons	FL	2016	3FA6P0H74GR212021	8/31/2019	IN	\$500.00	Purchased Pre-Owned
Christina Glover	IN	2013	3FA6P0HR9DR218118	5/14/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher & Mandy Osborn	IN	2013	3FA6P0D99DR322016	9/30/23	IN	\$6,949.00	Leased Pre-Owned
Courtney Gavelek	IN	2015	1FA6P0HD1F5109291	3/20/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dale Greeson	IN	2014	1FA6P0H7XE5396882	10/15/14	IN	\$35,965.53	Purchased New
Dana Young	IN	2017	3FA6P0HD4HR311252	6/25/19	IN	\$20,984.14	Purchased Pre-Owned
David Hiler	IN	2012	3FAHP0JA9CR410926	1/8/24	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Davida Waltons	OH	2017	3FA6P0H74HR365791	dec 22 2021	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Debbie Beadles	IN	2013	3FA6P0HR0DR218959	Oct 25, 2013	IN	See MSRP, <i>Supra</i>	Purchased New
Deborah Jones	IN	2020	3FA6P0HD2LR225561	Jun 21, 2022	IN	\$36,000.00	Leased Pre-Owned
Debra Bybee	IN	2014	3fa6p0h74er200545	Mar 1, 2021	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Desiree Buford	IL	2016	3fa6p0d93gr293746	12/7/18	IN	\$15,000.00	Purchased Pre-Owned
Devan Johnson	IN	2013	3fa6p0h71dr290719	05/29/2020	IN	\$11,000.00	Purchased Pre-Owned
Devona Chatman	IN	2012	3FAHP0GA8CR289183	3/8/22	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Diamond Goodlow	IN	2016	1FA6P0HD3G5129978	12/8/21	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Duvon Atkins	IN	2017	3FA6P0HD0HR304587	11/20/17	IN	See MSRP, <i>Supra</i>	Purchased New
Eddie Couture (2)	IN	2020	3FA6P0T91LR236411	June 1st 2021	IN	\$24,980.00	Purchased Pre-Owned
Elijah Coe	IN	2015	3FA6P0H75FR230610	12/20/22	IN	\$20,000.00	Purchased Pre-Owned
Elizabeth Boyd	IN	2016	3FA6P0T93GR213444	2/28/19	IN	\$17,900.00	Purchased Pre-Owned
Emily Carroll	IN	2018	3FA6P0HD1JR256216	11/10/18	IN	\$35,000.00	Purchased New
Eric Miller	IN	2014	3fa6p0h71er221711	1/22/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Floyd Perdue	WV	2014	3FA6P0RU1ER297921	4/13/22	IN	\$13,000.00	Purchased Pre-Owned
Franklin Christenberry	IN	2014	3FA6P0HD3ER262198	6/16/17	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gene Henry Hildebrandt	IN	2015	3FA6P0HD9FR289665	10/7/21	IN	\$15,000.00	Purchased Pre-Owned
Genesis Clay	IL	2010	3FAHP0HA1AR134650	Mar 6, 2021	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Giovanni Villanueva	IL	2014	3FA6P0H74ER127306	6/1/22	IN	\$6,500.00	Purchased Pre-Owned
Gloria Shanae Whitley	IN	2017	3FA6P0HDXHR405989	10/15/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Guy Bolton	IN	2014	1FA6P0H79E5399207	10/21/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Heather Mejia	IN	2016	1FA6P0H72G5130730	5/14/2018	IN	\$15,000.00	Purchased Pre-Owned
Iyanna Simmons	IN	2014	1FA6P0H71E5400995	4/15/19	IN	\$21,509.00	Purchased Pre-Owned
Jacqueline Pryor Cade	IN	2015	3FA6P0H75FR300445	5/2/19	IN	\$5,759.00	Purchased Pre-Owned
James Weber	IN	2015	1fa6p0h77f5115879	1/22/22	IN	\$13,000.00	Purchased Pre-Owned
James Wright	IN	2013	3FA6P0K90DR376906	7/6/21	IN	\$11,299.60	Purchased Pre-Owned
Janet Peterson	WA	2014	3FA6P0D92ER326717	2/14/2018	IN	\$15,000.00	Purchased Pre-Owned
Janice Williams	IN	2013	3FA6P0H91DR292391	6/12/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeanil Hunter	IN	2018	3FA6P0G75JR125978	2/26/20	IN	\$14,000.00	Purchased Pre-Owned
Jeff Fessel	IN	2011	3FAHP0JA9BR232031	Aug 15, 2013	IN	\$13,000.00	Purchased Pre-Owned
Jennifer Baumann	IN	2017	3FA6P0HD3HR128988	10/17/2016	IN	\$24,502.00	Purchased New
Jennifer Rutan	IN	2018	3FA6P0H79JR226388	Dec 24, 2020	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jerry Robertson	IN	2013	3fa6p0hr9dr207460	2/8/2023	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jesse Quinn-Dismukes	IN	2015	1fa6p0hd9f5101911	8/18/20	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jessica Faucett	IN	2016	3FA6P0HD2GR158868	9/15/16	IN	\$24,000.00	Purchased Pre-Owned
Jimmy Sosnicki	IN	2013	3FA6P0D90DR266659	7/30/22	IN	\$15,000.00	Purchased Pre-Owned
Joey Hayes	IN	2015	3fa6p0hd6fr265890	4/4/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Hill	IN	2010	3FAHP0JA0AR316219	Feb 15, 2017	IN	\$5,500.00	Purchased Pre-Owned
John McDaniel	MI	2013	3FA6P0H77DR111275	5/1/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonathon Benke	IN	2017	3FA6P0T90HR283338	7/31/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Josephine Lopez	IN	2015	3fa6p0k98fr124789	2/15/2021	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Josh Robbins	IN	2017	3fa6p0h79hr393862	8/1/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Justin Svatba (1)	OK	2017	3fa6p0hd5hr303810	9/1/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Justin Svatba (2)	OK	2011	3fahp0ja3br291642	4/1/2011	IN	See MSRP, <i>Supra</i>	Purchased New
Keenan Smith	IN	2015	3fa6p0k97fr240971	3/1/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kelsie Tanselle	IN	2016	1FA6P0HD1G5124343	1/30/23	IN	\$16,000.00	Purchased Pre-Owned
Kenyata DuBois	IN	2017	3FA6P0HD0HR241457	3/6/23	IN	\$17,995.00	Leased Pre-Owned
Keosha Howard	IN	2010	3fahp0ha5ar351554	12/20/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Malone	IN	2016	3FA6P0HU3GR318868	Jun 20, 2022	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Kimberly Wetherbee	KY	2015	3FA6P0H71FR194057	3/13/23	IN	\$19,800.00	Purchased Pre-Owned
Kiona Norwood	OH	2012	3FAHP0HA5CR162700	6/22/17	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Kris Levenson	IN	2011	3FAHP0JA1BR154571	2/17/2015	IN	\$15,000.00	Purchased Pre-Owned
Kristina Schidler	IN	2010	3FAHP0JA7AR308182	3/13/2021	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kristina Todd	IN	2017	3FA6P0H74HR349445	5/13/2017	IN	\$24,480.00	Purchased New
Kristinia Miller	IN	2013	3FA6P0HR1DR299213	7/9/21	IN	\$23,101.12	Purchased Pre-Owned
Kristy Betz	IN	2010	3FAHP0JA3AR261314	3/3/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kristy Lorendo	IN	2013	3Fa6p0hr7dr353503	11/5/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kristy Wright	MI	2012	3FAHP0JA9CR403751	10/20/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kyle West	IN	2012	3fahp0hg6cr185035	12/21/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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LaChanna Cornelius	IN	2013	3fa6p0d95dr105112	8/21/21	IN	\$15,882.00	Purchased Pre-Owned
Lawrence Evans	IN	2017	3FA6P0T94HR210571	1/29/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leigh Melton	IN	2018	3FA6P0G76JR284413	4/10/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lillian A Piver	IN	2013	3FA6P0H70DR154971	9/28/18	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mario Davis	IN	2017	3FA6P0HD1HR153811	Dec 2, 2022	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Martez Lewis	IN	2016	3FA6P0G74GR382042	12/15/22	IN	\$7,000.00	Purchased Pre-Owned
Mechelle Yeargain	IN	2020	3FA6P0H7XLR176815	12/17/2020	IN	\$27,000.00	Purchased Pre-Owned
Mia Doles	IN	2013	3FA6P0HR9DR138706	3/3/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
MICHAEL MOXLEY	IN	2015	3FA6P0HD7FR232770	7/15/15	IN	\$31,432.00	Purchased New
Michael Varnado	IN	2014	3FA6P0H93ER165210	12/30/19	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michelle Castaneda	IN	2014	3FA6P0H94ER327538	3/11/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Milando Abdullah	IN	2016	1fa6p0h75g5101142	06/01/2022	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nicholas Claybaugh	IN	2016	3FA6P0HD9GR332208	8/12/22	IN	\$20,277.75	Purchased Pre-Owned
Nicole Jackson	IN	2011	3FAHP0JA6BR336864	6/14/22	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patrick Braden	IN	2012	3FAHP0CG4CR145415	6/11/20	IN	\$7,400.00	Purchased Pre-Owned
Precious McCullough	IN	2011	3FAHP0HA7BR331310	3/3/21	IN	\$5,000.00	Purchased Pre-Owned
Ramona Hill	IN	2013	3FA6P0HR3DR331725	10/4/2019	IN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Randi Dougherty	IN	2013	3FA6P0G75DR191001	3/18/18	IN	\$11,537.50	Purchased Pre-Owned
Raymond Ausbrook	IN	2013	3FA6P0K96DR134329	6/25/15	IN	\$26,000.00	Leased Pre-Owned
Reginald Frazier	IL	2014	3fa6p0h76er147489	12/21/2022	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Renee Nicole Bailey OBO Marcell	IN	2016	1FA6P0HD1G5131227	june 2019	IN	\$14,900.00	Purchased Pre-Owned
Richard lyle Schmidt	IN	2012	3FAHP0JA4CR345631	8/1/22	IN	\$4400.00	Purchased Pre-Owned
Robert Greer	IN	2014	3FA6P0H73ER364627	Oct 25, 2022	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rosalinda Martinez	IN	2015	3FA6P0HD1FR203829	Feb 23, 2018	IN	\$26,000.00	Purchased Pre-Owned
Roy E Brown	IN	2015	3FA6P0H72FR262771	11/9/15	IN	\$20,000.00	Purchased Pre-Owned
Ryan Brunn	IN	2011	3FAHP0HA3BR322880	5/1/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sally Slygh	IN	2013	3FA6P0H70DR286581	12/15/15	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sean Fraid	IN	2015	3FA6P0H96FR181290	Nov 11, 2020	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shane I Pinkerman & Debbie Darl	KY	2019	3FA6P0HD4KR130286	8/20/19	IN	\$24,000.00	Purchased New
Shaneece Hopkins	IN	2014	3FA6P0HD4ER387923	1/1/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shavandis McDonald	FL	2015	3FA6P0G75FR142190	May 5, 2018	IN	\$14,359.70	Leased Pre-Owned
Sherry Thomas	IN	2016	3fa6p0h74gr192093	2/2/16	IN	\$23,000.00	Purchased New
Skylar Milinkovic & Dance Nogic	IL	2018	3FA6P0H75JR190540	6/9/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stacey Lopez	IN	2015	1FA6P0H72F5123713	11/18/2021	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stacy White	IN	2015	3FA6P0HD1FR295721	4/17/18	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Steve & Todd Burcham	IN	2014	3FA6P0H77ER364811	Feb 15, 2020	IN	\$12,999.00	Purchased Pre-Owned
Steve Hewitt	IN	2016	3fa6p0hd9gr118383	11/3/17	IN	\$15,000.00	Purchased Pre-Owned
Terrill Hawkins	IN	2010	3fahp0jg8ar203638	9/5/23	IN	\$4,500.00	Purchased Pre-Owned



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Theresa Mallett	IN	2016	3fa6p0h77gr358767	4/24/21	IN	\$5,000.00	Purchased Pre-Owned
Tim Bunte	IN	2014	1FA6P0H7XE5361050	9/10/22	IN	\$14,900.00	Purchased Pre-Owned
Tomisha Nunn	IN	2013	3FA6P0HR9DR189137	10/11/2018	IN	\$17,000.00	Leased Pre-Owned
Trienna & Tony Walker	IN	2012	3FAHP0HA8CR334895	2/21/22	IN	\$7,578.00	Purchased Pre-Owned
Valerie Cannon	IL	2014	3FA6P0HD8ER391084	2/13/17	IN	\$17,000.00	Purchased Pre-Owned
Virgil & Alyssa Penrose	IN	2015	3FA6P0H94FR232026	2/13/21	IN	\$12,900.00	Purchased Pre-Owned
Wanda Davis	IL	2018	3FA6P0HD5JR179527	May 12, 2018	IN	\$29,495.00	Purchased New
William Wiggins	IN	2017	3FA6P0HD7HR282183	11/22/23	IN	\$12,000.00	Purchased Pre-Owned
Ziyanda Ndulelisa-Jackson	IL	2016	3FA6P0T90GR200246	6/19/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Aaron Dale	KS	2017	3FA6P0H73HR405004	12/27/2019	KS	\$15,106.77	Purchased Pre-Owned
Amanda Landsaw	KS	2017	3FA6P0HD3HR123824	Dec 11, 2020	KS	\$23,000.00	Purchased Pre-Owned
Amber Navarro	KS	2010	3FAHP0HA4AR103943	7/15/23	KS	See MSRP, <i>Supra</i>	Leased Pre-Owned
Andrew Besser	KS	2017	3fa6p0d92lr115711	5/6/2019	KS	\$21,000.00	Purchased Pre-Owned
Angela McElfish	MO	2013	3FA6P0K92DR121741	2/8/2022	KS	\$15,500.00	Leased Pre-Owned
Bobbie Evans	KS	2016	1FA6P0HD2G5111469	2/20/18	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandon Martin	KS	2013	3FA6P0HR2DR128504	4/1/2019	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brennan & Glenda Korb	KS	2018	3FA6P0HD8JR203867	10/15/17	KS	See MSRP, <i>Supra</i>	Purchased New
Christina Fowler	KS	2013	3FA6P0H79DR140258	9/30/15	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher Stewart	KS	2013	3FA6P0HR8DR237808	8/21/21	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher Taylor	KS	2013	3FA6P0H76DR165618	2/9/15	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David A. Rodgers	KS	2016	3FA6P0H7XGR331787	Feb 17, 2021	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Derek Alonzo	KS	2012	3FAHP0HAXCR437493	8/6/23	KS	\$4,200.00	Purchased Pre-Owned
Elizabeth Smith	KS	2013	3FA6P0H75DR148373	12/7/13	KS	\$35,000.00	Purchased New
James & Danita Parns	AZ	2013	3FA6P0H78DR343478	July 26th, 2013	KS	\$17,000.00	Purchased New
John Patterson	KS	2014	3FA6P0HD4ER127196	11/6/23	KS	\$19,000.00	Purchased Pre-Owned
Joseph Atkins	KS	2016	3FA6P0G74JR240488	3/11/21	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Julie Murray	KS	2015	3FA6P0HD3FR263675	1/1/2023	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kelly Jo Crabb	KS	2016	3FA6P0HD5GR383124	9/13/2016	KS	\$28-30,000	Purchased New
Lacie Eisele	KS	2011	3FAHP0HA9BR221102	9/22/22	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leonard Graf	KS	2010	3FAHP0HA7AR142204	1/1/23	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lovena Goessele	MO	2017	3FA6P0HD7HR252598	1/10/18	KS	\$30,000.00	Purchased New
Morriah Bly	KS	2013	3fa6p0hrxdr141842	2/16/2023	KS	\$10,910.93	Purchased Pre-Owned
Natalia Prior	KS	2015	3FA6P0H75FR194241	8/8/21	KS	\$1,047.48	Leased Pre-Owned
Robin & Larry Sanders	KS	2016	3FA6P0H78GR380888	Nov 2022	KS	\$3,700.00	Purchased Pre-Owned
Rodney Perry	OK	2014	3FA6P0HD5ER234015	3/22/14	KS	\$25,000.00	Purchased New
Teal Mareska	KS	2015	3FA6P0HD7FR244630	5/13/20	KS	\$16,448.93	Purchased Pre-Owned
Terrany Thomas	KS	2020	3FA6P0D95LR130476	3/13/22	KS	\$31,000.00	Leased Pre-Owned
Traci Toles	KS	2013	3FA6P0HR3DR264009	8/16/22	KS	\$14,441.70	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Aaron Bradley	KY	2017	3FA6P0HD7HR139301	10/22/16	KY	\$27,212.06	Purchased Pre-Owned
Alan Harwick	KY	2013	3FA6P0H79DR349645	3/18/20	KY	\$8,500.00	Purchased Pre-Owned
Albert Schindler	KY	2012	3FAHP0HA4CR362337	1/8/20	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Allene Willhite	NC	2015	1FA6P0H71F5126554	1/28/2017	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Allison Nichols	KY	2014	3FA6P0HD9ER240111	1/4/20	KY	\$14,548.96	Leased Pre-Owned
Amy Chadwell	KY	2016	1FA6P0HD5G5134633	6/9/18	KY	\$22,000.00	Purchased Pre-Owned
Angelina Ealey	KY	2016	3Fa6P0HD6GR245365	2/1/18	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
ANGLETTAI SMITH	KY	2012	3FAHP0HA2CR388337	4/1/2017	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Arthur Gear	KY	2016	3FA6P0G76GR244373	Jan 05, 2021	KY	\$13,137.00	Purchased Pre-Owned
Barrie Lapham	KY	2017	3FA6P0H75HR176258	7/16/22	KY	\$11,500.00	Purchased Pre-Owned
Beatrice French	KY	2016	1FA6P0HD4G5109920	5/18/2020	KY	\$17,000.00	Purchased Pre-Owned
Bethany Fields	KY	2010	3FAHP0HA1AR169947	2/25/23	KY	\$8,695.00	Purchased Pre-Owned
Bettye Bryant	KY	2013	3FA6P0H73DR181372	3/18/18	KY	\$19,962.00	Purchased Pre-Owned
Bobby & Leslie Jones	KY	2016	3FA6P0HD1GR112240	8/8/15	KY	\$33,412.25	Purchased New
Bradley Critchelow	KY	2011	3FAHP0HA0BR173991	1/15/20	KY	\$3,000.00	Purchased Pre-Owned
Brandon Beck	KY	2012	3FAHP0GA4CR129995	10/2/23	KY	\$4,500.00	Purchased Pre-Owned
Brandon Kenney	KY	2010	3fahp0ha8ar362970	5/24/23	KY	\$3,500.00	Purchased Pre-Owned
Byron Dunn	KY	2013	3fa6p0k97dr355616	4/10/17	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cam Cornett	KY	2018	3FA6P0H75JR178405	Sep 6, 2019	KY	\$17,800.00	Purchased Pre-Owned
Carol Gibbs	KY	2014	3FA6P0D95ER152688	6/6/19	KY	\$8,900.00	Purchased Pre-Owned
Carolyn Combs	KY	2013	3fa6p0g75dr215846	6/29/19	KY	\$13,000.00	Purchased Pre-Owned
Catherine Strzelecki	KY	2013	3FA6P0HR8DR321028	5/13/2013	KY	\$33,002.21	Purchased New
Charles Grimes	KY	2016	3FA6P0H7XGR168994	9/16/21	KY	\$32,995.00	Purchased Pre-Owned
Charles LoDestro	NY	2016	3FA6P0K94GR360681	1/5/17	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chelsea Hester	KY	2017	3FA6P0HD6HR241415	8/6/20	KY	\$21,067.00	Purchased Pre-Owned
Cheryl Newman (Singleton)	KY	2010	3FAHP0HG2AR247687	3/11/16	KY	\$11,000.00	Purchased Pre-Owned
Christa Stollberg	KY	2014	1FA6P0H77E5389159	8/8/16	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christy Barrera	KY	2010	3FAHP0JA3AR430277999	4/6/21	KY	\$2,800.00	Purchased Pre-Owned
Cindy Snodgress	KY	2012	3FAHP0JG5CR210727	12/21/17	KY	\$6,000.00	Purchased Pre-Owned
Dallas Thomas	KY	2014	3FA6P0G72ER312116	1/1/20	KY	\$10,000.00	Purchased Pre-Owned
Dalton Huddleston	KY	2010	3FAHP0HA8AR362970	9/15/2023	KY	\$26,000.00	Leased Pre-Owned
Danny Perkins	KY	2017	3FA6P0HD6HR296785	7/17/18	KY	\$6,900.00	Purchased Pre-Owned
Dasean Bankhead (2)	OH	2010	3FAHP0KC7AR106457	May 25, 2017	KY	\$1,950.00	Purchased Pre-Owned
David Bradley	KY	2015	1FA6P0H77F5103568	1/6/22	KY	\$16,500.00	Purchased Pre-Owned
David Dabney Sr.	KY	2013	3FA6P0H71DR127195	7/1/23	KY	\$9,500.00	Purchased Pre-Owned
David Lynn	KY	2010	3FAHP0HA2AR107344	8/17/2023	KY	\$3,500.00	Purchased Pre-Owned
Dazie Reed	KY	2014	1FA6P0H7XE5355975	11/18/22	KY	\$6,000.00	Purchased Pre-Owned
DeAndre Roberts	KY	2016	3FA6P0H77GR200428	12/22/22	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Donald Grubb	KY	2014	1fa6p0h79e5351674	11/22/22	KY	\$2,800.00	Purchased Pre-Owned
Dujuan Thomas	KY	2015	1FA6P0H7XF5117870	6/10/17	KY	\$12,000.00	Purchased Pre-Owned
Elizabeth Walden	KY	2010	3FAHP0HA0AR230902	10/16/19	KY	\$8,500.00	Leased Pre-Owned
Emily Roeder	KY	2016	3FA6P0H98GR350601	4/15/20	KY	\$15,000.00	Purchased Pre-Owned
Erica Thompson	IN	2017	3Fa6p0h7xh167040	Aug 11, 2018	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ervin Stair	TN	2012	3fahp0ha4ar154178	10/23/22	KY	\$4,500.00	Purchased Pre-Owned
Fantasia Bluett	KY	2013	3FA6P0HR4DR326565	7/9/2022	KY	See MSRP, <i>Supra</i>	Leased Pre-Owned
Fifi Burton & Rickey Shoulders	KY	2012	3fahp0ga8cr151739	5/1/18	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Frank Joplin	TN	2016	3FA6P0H71GR339602	2/15/16	KY	\$26,900.00	Purchased New
Gary Childress	KY	2015	1FA6P0H72F5110573	7/5/17	KY	\$18,950.00	Purchased Pre-Owned
Greg Mullins	KY	2014	3FA6P0HD2ER162853	11/3/13	KY	\$37,000.00	Purchased New
Gregory Letner	OH	2010	3FAHP0JA1AR279374	11/25/16	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gwen Cooke	KY	2015	3FA6P0HD9FR243124	3/15/21	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Hailey Yett	KY	2013	3FA6P0HR4DR321186	2/25/2022	KY	\$19,000.00	Purchased Pre-Owned
Honey Gogel	KY	2014	3FA6P0H78ER138440	3/17/22	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Isaac Johnson	KY	2014	1FA6P0HD3E5360456	2/17/2018	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jacob Cutright	KY	2017	3FA6P0K90HR365491	Oct 10, 2022	KY	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jacob Taylor	KY	2014	3FA6P0HD0ER335561	10/5/2022	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Absher	KY	2016	3FA6P0HD8GR256951	8/30/22	KY	\$17,595.00	Purchased Pre-Owned
James Blackburn (2)	KY	2018	3fa6p0hd9jr202162	3/17/2018	KY	\$33,000.00	Purchased New
James Dever	KY	2017	3FA6P0H93HR161100	2/8/20	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Payton	KY	2013	3FA6P0H7XDR214268	4/10/22	KY	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jana Alexander	KY	2016	3FA6P0H73GR252767	1/16/18	KY	\$25,000.00	Purchased Pre-Owned
JanChristian Reyes	KY	2018	3fa6p0hd2jr266270	06/04/2022	KY	\$23,000.00	Purchased Pre-Owned
Jarvis Cleaver	KY	2015	3FA6P0G73FR169646	3/8/16	KY	\$9,000.00	Purchased Pre-Owned
Jefferson Boyd	KY	2016	3FA6P0HD2GR128625	9/29/18	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffery Ford	MI	2015	3FA6P0K90FR204507	1/21/21	KY	\$21,700.00	Purchased Pre-Owned
Jeffery Rogers	KY	2015	3FA6P0H74FR207352	8/4/17	KY	\$7,800.00	Purchased Pre-Owned
Jeremy Dunn	KY	2015	3FA6P0HD3FR139163	5/19/22	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Stott	KY	2012	3FAHP0JA5CR309799	5/19/2020	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonathan Tomes	KY	2011	3FAHP0HA4BR288173	2/6/18	KY	\$14,000.00	Purchased Pre-Owned
Jonathan Tyler Gannon & Martha	KY	2018	3FA6P0G76JR239245	11/5/21	KY	\$23,000.00	Purchased Pre-Owned
Jordan Bennett	KY	2010	3fahp0jg1ar306156	10/1/23	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joshua Blackburn	KY	2017	3FA6P0H70HR374679	8/13/22	KY	\$19,874.94	Purchased Pre-Owned
Julie & David Parker	KY	2012	3FAHP0CG2CR120738	3/30/2022	KY	\$4,500.00	Purchased Pre-Owned
Julie Kinnaird	KY	2014	3FA6P0H79DR164558	1/20/23	KY	\$3,800.00	Purchased Pre-Owned
Karen Trimble	KY	2010	3FAHP0HA2AR378162	10/23/2019	KY	\$4,000.00	Purchased Pre-Owned
Karla Mason	KY	2011	3FAHP0HA1BR213026	5/6/13	KY	\$10,000.00	Purchased Pre-Owned

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Kelli Alexander	KY	2015	3FA6P0T91FR246814	4/25/18	KY	\$21,718.50	Purchased Pre-Owned
Kelly Reynolds	KY	2016	3FA6P0K9XGR284089	12/27/20	KY	\$12,995.00	Purchased Pre-Owned
Kenzee Hannon	KY	2014	1FA6P0HD7E5378717	1/30/23	KY	\$9,500.00	Purchased Pre-Owned
Laura Garrison	KY	2017	3FA6P0HDXHR176469	5/18/22	KY	\$17,999.00	Purchased Pre-Owned
Laura Sheffield	KY	2010	3FAHP0HA2AR329835	1/4/2019	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leland Baggett	KY	2010	3FAHP0JA5AR273609	4/6/10	KY	\$24,896.70	Purchased New
Lindsey Morris	IN	2018	3FA6P0G73JR276012	11/17/20	KY	\$15,614.83	Purchased Pre-Owned
Loretta Ferguson	KY	2014	1FA6P0HD0E5405174	2/6/22	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lydia Torian	KY	2014	1FA6P0G72E5401767	8/30/17	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marcus Blue	KY	2014	1FA6P0HD3E5350669	7/9/22	KY	\$19,046.10	Purchased Pre-Owned
Margaret Staples	KY	2013	3FA6P0H76DR206104	6/15/22	KY	\$7,500.00	Purchased Pre-Owned
Martin Elstone	KY	2012	3FAHP0HA0CR173345	9/12/16	KY	\$23,000.00	Purchased Pre-Owned
Mary Estes & James Reed	KY	2012	3FAHP0JA0CR374267	8/15/17	KY	\$21,000.00	Purchased Pre-Owned
Matthew Haltom	KY	2017	3FA6P0H79HR415360	10/19/23	KY	\$12,000.00	Purchased Pre-Owned
Melissa Myers	KY	2012	3FAHP0JA1CR257152	3/8/2022	KY	\$10,000.00	Purchased Pre-Owned
Michael Cantrell	IN	2013	3FA6P0HR0DR230108	3/1/22	KY	\$9,000.00	Purchased Pre-Owned
Michael Capps	KY	2015	1FA6P0H74F5100529	1/4/23	KY	\$8,500.00	Purchased Pre-Owned
Misty Taylor-Insley	KY	2013	3FA6P0K9XDR182643	11/15/19	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Monica House	KY	2011	3FAHP0HA6BR168150	8/5/19	KY	\$3,000.00	Purchased Pre-Owned
MyLennia Tomes	KY	2015	3FA6P0H79FR180021	12/3/14	KY	\$24,477.24	Purchased New
Mysti Jackson	KY	2014	1FA6P0HD0E5374119	Sept 8	KY	\$9,400.00	Purchased Pre-Owned
Natasha Ritchey	KY	2014	1FA6P0H73E5386047	9/3/21	KY	\$14,700.00	Purchased Pre-Owned
Nicole Hughes	KY	2017	3FA6P0K94HR139552	3/10/20	KY	\$23,000.00	Purchased Pre-Owned
Raymond Spalding	KY	2013	3FA6P0HR9DR369511	7/1/13	KY	See MSRP, <i>Supra</i>	Purchased New
Rob Trowbridge	KY	2015	3FA6P0T97FR278361	10/2/18	KY	\$23,500.00	Purchased Pre-Owned
Robert Bunch	KY	2015	3FA6P0K9XFR112272	3/28/23	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Todd	KY	2016	3FA6P0H78GR147769	2/4/22	KY	\$17,000.00	Purchased Pre-Owned
Robin Sanders	OH	2018	3FA6P0G72JR255247	2/14/2022	KY	\$23,027.72	Purchased New
Ronnie Clenney Sr.	KY	2016	3FA6P0HD0GR112228	5/25/15	KY	\$27,000.00	Purchased New
Sara Carman	KY	2016	3FA6P0HD7GR152970	1/1/20	KY	\$14,000.00	Purchased Pre-Owned
Sarah Gribbins	KY	2010	3FAHP0HA4AR415566	3/29/18	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Savannah King	KY	2014	3FA6P0K99ER168430	Apr 14, 2021	KY	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shaun Marsh	KY	2013	3fa6p0k99dr266677	4/25/18	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stephanie McCumbers	KY	2017	3FA6P0H74HR164862	1/8/18	KY	\$19,823.00	Purchased Pre-Owned
Steven Wright	KY	2013	3fa6p0g73dr290111	8/20/21	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tasha Hernandez	KY	2017	3FA6P0HD7HR129173	9/25/18	KY	\$18,000.00	Purchased Pre-Owned
Taylor Inman	MI	2010	3FAHP0HA6AR316490	1/21/18	KY	\$6,500.00	Purchased Pre-Owned
Tiffany Jones	KY	2011	3FAHP0HA7BR134718	8/5/16	KY	\$10,000.00	Purchased Pre-Owned



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Tim Gold	TN	2010	3FAHP0JA0AR213527	Oct 10, 2012	KY	\$24,000.00	Purchased Pre-Owned
Timothy Parke	KY	2017	3FA6P0K97HR130585	11/11/23	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tina Sloan	WV	2015	1FA6P0HD2F5131106	8/18/2018	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tommy Richmond	KY	2013	3FA6P0H74DR162457	4/10/22	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tyresa Cheatham	KY	2013	3FA6P0HR7DR233023	10/23/22	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vickie Kuehl	IN	2011	3FAHP0HA5BR311525	7/13/2023	KY	See MSRP, <i>Supra</i>	Leased Pre-Owned
Vickie Taylor	KY	2011	3FAHP0HA5BR116122	4/25/14	KY	\$10,000.00	Purchased Pre-Owned
Victoria & Timothy Scott	WV	2014	3FA6P0H76ER135424	6/1/2022	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wendell Wright	KY	2010	3FAHP0GA9AR266296	6/15/2016	KY	\$5,000.00	Purchased Pre-Owned
William & Jeffrey Kelly	KY	2020	3FA6P0K94LR138152	2/22/23	KY	\$21,000.00	Purchased Pre-Owned
William Miles	KY	2013	3FA6P0HRXDR118996	10/13/16	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
William Nichols	KY	2014	3FA6P0H79ER355091	3/21/2022	KY	\$14,234.00	Purchased Pre-Owned
Zachary Simpson	TN	2014	3FA6P0HD1ER328618	1/6/23	KY	\$22,294.00	Purchased Pre-Owned
Aleigha Fletcher	LA	2018	3FA6P0HD4JR174674	2/28/18	LA	See MSRP, <i>Supra</i>	Purchased New
Alicia Ebarb	LA	2017	3FA6P0K97HR120042	2/9/23	LA	\$36,000.00	Leased Pre-Owned
Alvin Polk	LA	2015	3FA6P0H70FR129832	6/19/19	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amy Walker and Darryl Breland	LA	2017	3FA6P0HD3HR274064	5/13/21	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andria Robinson	LA	2010	3FAHP0HA6AR166591	2/26/2021	LA	\$4,000.00	Purchased Pre-Owned
Angie Roubique	LA	2012	3FAHP0JG0CR265733	3/1/14	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Antrell Paul	LA	2010	3FAHP0JA2AR262163	4/8/20	LA	\$4500	Purchased Pre-Owned
Ashley Loudin	LA	2018	3FA6P0HD0JR244770	11/28/2018	LA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Bajai & Nikkii Bradford	LA	2014	3FA6P0HD6ER367706	8/15/14	LA	See MSRP, <i>Supra</i>	Purchased New
Briyonia Gallow	LA	2015	3FA6P0K96FR253940	3/23/20	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carroll Lightell	LA	2016	3FA6P0G74GR227684	3/2020	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cassondra Holiday	LA	2010	3FAHP0JAXAR221909	10/15/21	LA	\$4,650.00	Purchased Pre-Owned
Clinton Courville	LA	2010	3FAHP0HA7AR377833	7/30/19	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Connie Kemp	LA	2017	3EA6P0H72HR377471	5/28/22	LA	\$32,550.00	Purchased Pre-Owned
Cynthia Davis	LA	2012	3FAHP0HA2CR414290	6/15/21	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Daniel & Whitney Schaus	LA	2014	3FA6P0HD9ER198510	3/28/22	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Darren Bourque	LA	2012	3FAHP0JA9CR256606	6/20/23	LA	\$4,000.00	Purchased Pre-Owned
Deborah Manigault	LA	2014	3FA6P0G77ER322401	5/12/17	LA	\$23,077.00	Purchased Pre-Owned
Dedric Walker	GA	2010	3FAHP0HA6AR158541	11/4/11	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Desrealie Bates	LA	2014	3FA6P0K94ER358474	6/22/17	LA	\$15,263.00	Purchased Pre-Owned
Donald Augustine	LA	2014	3FA6P0HD6ER128446	2/18/23	LA	\$8301.99	Purchased Pre-Owned
Donnell Saul	LA	2010	3fahp0ha6ar340756	11/4/22	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Edward Davis	LA	2018	3fa6p0d98jr155028	3/10/21	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Emelda Ceaser	LA	2016	3FA6P0H73GR254566	3/8/23	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eric Daous	LA	2016	1FADP3K23GL300627	2/28/23	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Gary Gordon	LA	2016	3fa6p0h7xgr122470	7/26/19	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gerald Ingram	LA	2014	3FA6P0HD6ER146705	Nov 10, 2017	LA	\$15,600.00	Purchased Pre-Owned
Grover Lewis	LA	2019	3FA6P0HD4KR127484	March 2023	LA	\$19,869.00	Purchased Pre-Owned
James Hadley	LA	2020	3FA6P0HD5LR143601	2/17/2020	LA	See MSRP, <i>Supra</i>	Purchased New
Jason Higginbotham	LA	2016	3FA6P0H72GR376108	12/13/19	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Armant	LA	2016	3FA6P0H76GR129058	10/18/18	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Chopin	LA	2014	3FA6P0HD2ER133479	7/1/16	LA	\$14,000.00	Purchased Pre-Owned
Jennifer Touchet	LA	2010	3FAHP0HG7AR403867	6/15/20	LA	\$3,000.00	Purchased Pre-Owned
Joy Brown	LA	2013	3FA6P0H75DR101425	2/1/2013	LA	\$28,000.00	Purchased New
Kenneth Paillet	LA	2016	3FA6P0HD6GR254504	11/11/15	LA	\$29,500.00	Purchased New
Kormisia Franklin	LA	2020	3FA6P0HD7LR257020	10/5/2020	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Krista Noel (Faires)	LA	2012	3FAHP0HA6CR164259	3/22/21	LA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Lakeisha Ransom	MS	2010	3FAHP0JG1AR349234	2/26/20	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lakisha Harrell	LA	2019	3FA6P0K99KR217489	12/8/20	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lakita Jackson	LA	2016	3FA6P0H79GR389972	8/15/17	LA	\$14,987.00	Purchased Pre-Owned
Laqwanda Roper & Estelle Richar	LA	2012	3FAHP0KC4CR192118	10/13/2022	LA	\$8,000.00	Purchased Pre-Owned
Lee M Whitfield	LA	2011	3FAHP0HA7BR312305	10/17/17	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
LeTasia Davis	LA	2013	3FA6P0H76DR262110	3/15/15	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Logan Stevenson	LA	2013	3FA6P0G79DR179160	12/17/22	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lori Christiansen	LA	2020	3FA6P0HD9LR250442	09/11/2020	LA	\$23,500.00	Purchased New
Melanie Garrison	LA	2020	3FA6P0HD4LR197651	12/26/20	LA	\$28,844.00	Leased New
Michael Rogers	LA	2020	3FA6P0HDXLR136448	Oct 28, 2021	LA	\$24,995.00	Purchased Pre-Owned
Michelle Simmons	LA	2014	3FA6P0H79ER165498	6/25/2016	LA	\$5,800.00	Purchased Pre-Owned
Michelle Young	LA	2012	3FAHP0JA4CR299234	6/8/2019	LA	\$10,995.00	Purchased Pre-Owned
Monica Hollins	LA	2014	1FA6P0HD6E5365747	5/9/18	LA	\$20,498.24	Purchased Pre-Owned
Nalanaie Guidry	LA	2015	1FA6P0HD4F5128689	12/21/2021	LA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Nicole Gilmore	LA	2020	3FA6P0G75LR169434	6/24/23	LA	\$24,000.00	Leased Pre-Owned
Paula Pierre	LA	2020	3FA6P0HD5LR259185	4/8/21	LA	\$23,789.00	Purchased New
Pierre Curry	LA	2010	3FAHP0JA2AR160443	10/28/15	LA	\$9,000.00	Purchased Pre-Owned
Pinkey Henderson	LA	2020	3FA6P0CD6LR205448	Jul 16, 2023	LA	\$26,000.00	Purchased Pre-Owned
Priscilla Finn	LA	2013	3FA6P0H78DR224748	8/8/19	LA	\$13,000.00	Purchased Pre-Owned
Rebecca Buquet	LA	2016	3FA6P0HD1GR290147	5/27/22	LA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Richard Pummill	LA	2013	3FA6P0SU5DR285392		LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Serita Lagrange	LA	2010	3fahp0ja8ar152394	10/10/19	LA	\$5,500.00	Purchased Pre-Owned
Stephanie Austin	LA	2012	3FAHP0JA6CR412181	9/27/21	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sueenveon Turner	LA	2014	3FA6P0HD7ER101448	10/3/13	LA	See MSRP, <i>Supra</i>	Purchased New
Suwartha Maze	LA	2013	3FA6P0HR4DR219001	3/2/22	LA	\$16,246.43	Purchased Pre-Owned
Tameca Hoyal	LA	2019	3FA6P0HD7KR160821	3/5/19	LA	\$23,000.00	Purchased Pre-Owned

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Taylor Samps	LA	2013	3FA6P0HR8DR143718	12/17/23	LA	\$3500.00	Purchased Pre-Owned
Theo Mills	LA	2015	1FA6P0H79F5109338	2/21/18	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Theresa Zeller	LA	2012	3FAHP0JG4CR250717	July 2013	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tiraneshia Jackson	MS	2013	3FA6P0K94DR245297	7/29/2020	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Troyd Parfait	LA	2017	1FADP3F2XHL327142	2/23/23	LA	\$10,500.00	Purchased Pre-Owned
Yolanda Miller	LA	2020	3FA6P0D96LR204181	2/10/23	LA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andrew Prata Sr	MA	2016	3FA6P0T94GR310166	3/20/20	MA	\$10,000.00	Purchased Pre-Owned
Anthony Morrow	MA	2013	3FA6P0H70DR245500	12/22/2018	MA	\$13,000.00	Purchased Pre-Owned
Charles Howard	MI	2010	3FAHP0JG1AR342560	Apr 12, 2010	MA	\$22,500.00	Purchased New
Colleen Reilly	MA	2019	3FA6P0CD4KR233795	7/1/21	MA	\$25,300.00	Purchased Pre-Owned
Daniel Stra	SC	2015	3FA6P0H76FR172541	8/15/20	MA	\$11,000.00	Purchased Pre-Owned
Darlene Wright	MA	2012	3FAHP0HA2CR101210	9/16/19	MA	\$15,328.00	Leased Pre-Owned
Diego Rivera	MA	2010	3FAHP0HG4AR315357	7/1/19	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dorothy Barnes	MA	2017	3FA6P0HD0HR362389	5/9/19	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Douglas M Syner	MA	2018	3FA6P0HD0JR155992	1/7/21	MA	\$11,000.00	Purchased Pre-Owned
Frank Bonwith	MA	2014	3FA6P0H73ER384621	9/1/14	MA	\$21,000.00	Purchased New
Georgene Carle	RI	2010	3FAHP0JA0AR268902	4/7/21	MA	\$5,571.00	Purchased Pre-Owned
Jaime Marshall	MA	2014	3FA6P0H76ER189208	2/10/14	MA	\$24,000.00	Purchased New
Kathleen Howland	MA	2013	3FA6P0RU2DR354092	9/25/2014	MA	\$35,760.00	Purchased New
Kenneth Leblanc	MA	2018	3FA6P0HD1JR212863	6/9/21	MA	\$15,999.00	Purchased Pre-Owned
Kevin Fahey	CT	2016	3FA6P0H7XGR242270	12/28/16	MA	\$18,000.00	Purchased New
Luis Angel Rivera	MA	2017	3fa6p0h76hr410018	2/20/20	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Weber	MA	2016	3FA6P0K90GR135450	8/20/16	MA	\$19,000.00	Purchased Pre-Owned
Matthew Eaton	MA	2013	3FA6P0K98DR130248	3/27/21	MA	\$12,000.00	Purchased Pre-Owned
Michael Longo	MA	2019	3FA6P0G78KR156966	11/19	MA	\$23,835.00	Purchased New
Monica Schmieder	MA	2013	3fa6p0g72dr288124	3/12/2015	MA	\$25,629.52	Purchased Pre-Owned
Robert Hanna	MA	2014	3FA6P0HD5ER132469	8/27/14	MA	\$30,995.00	Purchased New
Roxanne Hermanson	MA	2017	3FA6P0T90HR297692	8/17/20	MA	\$10,000.00	Purchased Pre-Owned
Scott McDavid	MA	2015	3FA6P0H71FR228160	7/12/16	MA	\$17,874.33	Purchased Pre-Owned
Shaliah Burke	FL	2010	3FAHP0HA7AR415836	12/15/2009	MA	See MSRP, <i>Supra</i>	Purchased New
Susan Wessels	MA	2019	3FA6P0CD6KR260223	12/17/21	MA	\$21,241.63	Purchased Pre-Owned
Todd Faust	MA	2014	1fa6p0hd6e5397937	5/20/20	MA	\$15,500.00	Purchased Pre-Owned
Vincent Rogers	MA	2016	3FA6P0K93GR179670	2/17/21	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Walther Duran	MA	2013	3FA6P0H95ER223270	9/21/23	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Winston Stone	MA	2010	3FAHP0CG0AR254757	3/8/17	MA	\$10,679.19	Purchased Pre-Owned
Zack Schoone	MA	2010	3FAHP0JA4AR116380	6/15/18	MA	\$10,000.00	Purchased Pre-Owned
Allan Roberts	MD	2018	3FA6P0H75JR106541	6/20/23	MD	\$17,558.24	Purchased Pre-Owned
Amath Thiam	MD	2013	3fa6p0hr8dr387188	10/2/21	MD	\$4500	Purchased Pre-Owned

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Amy Heikkinen & Lisa Brooks	MD	2010	3FAHP0JA9AR164330	9/20/2015	MD	\$19,230.53	Purchased Pre-Owned
Billie Terry-Dilts	MD	2012	3FAHP0JG3CR2164456	3/29/20	MD	\$6,000.00	Purchased Pre-Owned
Charlene Sorrell	MD	2016	3FA6P0H92GR162284	1/18/18	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Claude Massey (2)	DE	2018	3FA6P0G75JR153473	4/26/18	MD	\$23,890.00	Purchased New
Colleen McGuire-Horvath	MD	2013	3fa6p0k91dr277883	9/18/2017	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Donis Cephas	MD	2016	3fa6p0h98Gr220818	2/17/20	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Frank Palomo	MD	2017	3FA6P0HD4HR189301	10/17/2017	MD	\$24,688.74	Purchased New
Jonathan Sitkowski	MO	2014	3FA6P0K92ER371546	Apr 15, 2023	MD	\$17,802.00	Purchased Pre-Owned
Karrie Kershaw	MD	2010	3FAHP0HA5AR266648	5/1/20	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kori Hassler	VA	2016	3FA6P0HD4GR111034	8/21/2015	MD	\$25,000.00	Leased New
LaKeisha Horton	MD	2018	3FA6P0H73JR175017	10/31/2021	MD	\$38,000.00	Purchased Pre-Owned
Linda Jackson	DC	2016	1FA6P0HD1G5117358	11/25/15	MD	\$25,497.50	Purchased New
Marsha Matthews-Dawes	MD	2018	3FA6P0H79JR107482	Oct 3, 2022	MD	\$21,331.08	Purchased Pre-Owned
Milan Landers	NJ	2019	3FA6P0CD7KR117698	2/15/20	MD	\$25,000.00	Purchased Pre-Owned
Moufid Lahbil	MD	2016	3FA6P0HD3GR285256	1/10/20	MD	\$16,000.00	Purchased Pre-Owned
Nathaniel Jennifer	MD	2017	3FA6P0G79HR333369	5/13/17	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rachel Love Trail & Maria Lolita F	MD	2016	3FA6P0H70GR397359	9/16/2022	MD	\$17,000.00	Purchased Pre-Owned
Richard Lee Marquardt	MD	2016	1FA6P0H75G5102016	11/2/2018	MD	\$16,076.00	Purchased Pre-Owned
Robert Nemec	MD	2013	3FA6P0G71DR319105	8/8/13	MD	\$23,900.00	Purchased New
Rocky Donovan	MD	2016	3FA6P0H77GR287067	1/16/20	MD	\$14,500.00	Purchased Pre-Owned
Roxanne Shrewsbury & Tom Pow	MD	2016	1FA6P0G79G5111853	11/22/22	MD	\$30,420.00	Purchased Pre-Owned
Sandra OConnor	MD	2020	3FA6P0HD6LR161864	8/4/20	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sandra Whitley	DC	2015	1FA6P0HD5F5125168	3/15/2022	MD	See MSRP, <i>Supra</i>	Leased Pre-Owned
Scott Twigg	WV	2010	3FAHP0JA7AR269223	6/20/22	MD	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shanica Taylor	MD	2014	3fa6p0hdxer137134	3/7/20	MD	\$15,000.00	Leased Pre-Owned
Shawna Murray	MD	2018	3fa6p0h72jr257661	4/1/22	MD	\$23,000.00	Purchased Pre-Owned
Tamica Goldsmith	MD	2014	3FA6P0H77ER323031	6/1/16	MD	\$16,000.00	Purchased Pre-Owned
Tina Shannon	VA	2015	3FA6P0K92FR203570	7/25/2020	MD	\$13,599.00	Leased Pre-Owned
Tyler Cornell	MD	2018	3FA6P0T90JR162461	12/4/21	MD	\$38,000.00	Purchased Pre-Owned
David Cochran	ME	2019	3FA6P0CD4KR219590	5/5/21	ME	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jacobb Charette	ME	2012	3FAHP0CG1CR330408	4/7/21	ME	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Monroe	ME	2010	3FAHP0HA1AR362499	4/24/2013	ME	\$18,000.00	Purchased Pre-Owned
Katharyn Cormier	ME	2014	3fa6p0hd0er145212	8/23/23	ME	\$5,500	Purchased Pre-Owned
Malcolm & Deborah Pierce	ME	2014	3FA6P0HD1ER303122	9/22/19	ME	\$13,500.00	Purchased Pre-Owned
Mark Leonard	ME	2018	3FA6P0HD0JR209999	9/22	ME	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matthew Hubbard	ME	2014	3FA6P0HD7ER238129	10/2/21	ME	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Deome	ME	2012	3fahp0ha4cr120759	Aug 02, 2021	ME	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Adam Hegedus	MI	2016	3FA6P0HD5GR104139	12/9/20	MI	\$15,416.64	Purchased Pre-Owned



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Adrian Green	MI	2013	3FA6P0SU6DR373531	7/19/23	MI	\$14,509.42	Purchased Pre-Owned
Adrienne Coleman	MI	2010	3FAHP0CG0AR425264	7/4/20	MI	\$7,500.00	Purchased Pre-Owned
Alante Daniels Clinton	MI	2014	3FA6P0H71ER232854	6/13/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alicia Carroll	MI	2013	3FA6P0H90DR159590	11/23/21	MI	\$10,400.00	Purchased Pre-Owned
Allyson Collins	MI	2013	3FA6P0H74DR342389	5/31/19	MI	\$10,500.00	Purchased Pre-Owned
Amanda Caldwell	MI	2012	1FAHP3J25CL234255	12/22/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amanda Purcell	MI	2015	1FA6P0HD7F5120571	12/21/21	MI	\$14,599.00	Purchased Pre-Owned
Amber Sly	MI	2015	3FA6P0K99FR112134	4/15/2021	MI	\$15,000.00	Purchased Pre-Owned
Amin Finch	MI	2014	3FA6P0K98ER344531	1/16/16	MI	\$22,000.00	Purchased Pre-Owned
Andrew Catinella	MI	2016	3FA6P0HD1ER192474	4/1/21	MI	\$5,800.00	Purchased Pre-Owned
Angela Crisler	MI	2016	3FA6P0H78GR126985	7/29/2020	MI	\$12,435.34	Leased Pre-Owned
Ann Rose	MI	2020	3FA6P0HD2LR167645	7/8/23	MI	\$25,000.00	Purchased Pre-Owned
Anna & Neno Cerda	MI	2010	3fahp0ja2ar371643	06/01/2019	MI	\$10,000.00	Purchased Pre-Owned
Arthur Thorpe	MI	2011	3FAHP0HA0BR127402	1/25/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashley Cunningham	MI	2017	3FA6P0T96HR263420	10/3/20	MI	\$30,577.12	Purchased Pre-Owned
Brandy Moran	MI	2011	3fahp0ha1br165706	1/12/11	MI	\$27,000.00	Purchased New
Brenda Walters	MI	2016	3FA6P0H76GR320320	11/21/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brian Holt	MI	2010	3fahp0haxar178288	5/1/23	MI	\$35,000.00	Purchased Pre-Owned
Brittany Adkins	MI	2014	1fa6p0h78e5392149	4/15/2016	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brittany Dunkes	MI	2014	1FA6P0H73E5395461	11/21/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brock Holsinger	MI	2014	3FA6P0HD5ER229493	5/1/15	MI	\$20,500.00	Purchased Pre-Owned
Bryan Ridge	MI	2017	3FA6P0H7XHR412418	9/20/17	MI	See MSRP, <i>Supra</i>	Purchased New
Carlotta Griffin	MI	2016	3FA6P0H75GR261647	8/15/2020	MI	\$20,000.00	Leased Pre-Owned
Carol Kruzmanowski	MI	2014	3FA6P0H92ER267596	7/28/14	MI	See MSRP, <i>Supra</i>	Purchased New
Carolyn Lamb-Wilson (2)	MI	2014	1FA6P0HD5E5386038	2/21/2014	MI	See MSRP, <i>Supra</i>	Purchased New
Carolyn Wilson-Lamb	MI	2019	3FA6P0HD1KR282476	9/5/2019	MI	See MSRP, <i>Supra</i>	Purchased New
Casandra Chapman	MI	2013	3FA6P0H7XDR140270	10/26/23	MI	\$4,999.00	Purchased Pre-Owned
Chad Coplen (2)	MI	2017	3FA6P0HD6HR291781	2/5/21	MI	\$21,000.00	Purchased Pre-Owned
Chad Kurowicki	MI	2014	3FA6P0H7XER249393	4/26/22	MI	\$16,000.00	Purchased Pre-Owned
Chad Taylor	MI	2014	3FA6P0H74ER325271	3/23/22	MI	\$4,000.00	Purchased Pre-Owned
Chaise Sparks	MI	2014	3FA6P0HD0ER252258	4/6/2018	MI	\$11,000.00	Purchased Pre-Owned
Charlene Hulsey	MI	2010	3fahp0ha3ar233518	7/4/16	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Sickles	MI	2014	1FA6P0G78E5405810	11/1/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christa Strauther	MI	2017	3fa6p0hd5hr328559	8/6/2020	MI	\$16,806.34	Purchased Pre-Owned
Christina Howard	MI	2017	3FA6P0T99HR101281	8/5/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christina Kucharski	MI	2011	3FAHP0HA3BR288133	1/15/20	MI	\$3,500.00	Purchased Pre-Owned
Curley Ollis & Andrea Thompson	MI	2013	3FA6P0D92DR129478	9/15/18	MI	\$25,880.40	Purchased Pre-Owned
Daija Drake	MI	2010	3fAHp0kc1ar104946	7/13/20	MI	\$4,000.00	Purchased Pre-Owned

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Daryl Washington	MI	2010	3FAHP0JG5AR334509	4/20/22	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
DAsia James	MI	2016	3FA6P0HD7GR374439	7/8/22	MI	See MSRP, <i>Supra</i>	Leased Pre-Owned
David Casillas	MI	2017	3FA6P0VPXHR311660	6/14/23	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Garrett	DE	2015	3FA6P0H79FR156723	7/27/19	MI	\$13,000.00	Purchased Pre-Owned
David Kmiotek	MI	2018	3FA6P0HD6JR256339	Aug 16, 2022	MI	\$20,434.00	Purchased Pre-Owned
David Puchalt	MI	2013	3FA6P0D90DR342073	8/13/13	MI	See MSRP, <i>Supra</i>	Purchased New
David Weber	MI	2014	1FA6P0HD2E5406780	8/14/2014	MI	\$23,995.48	Purchased New
Deborah Barney	MI	2013	3FA6P0HR2DR200267	8/3/15	MI	\$17,799.00	Purchased Pre-Owned
Delma Ball	MI	2010	3FAHP0HA9AR360435	12/13/14	MI	\$9,278.00	Purchased Pre-Owned
Delores Allen	MI	2015	3FA6P0HD9FR161751	5/4/16	MI	\$17,299.00	Purchased Pre-Owned
Demetrius Woodley	MI	2013	3FA6P0HR1DR322506	9/10/22	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Deniqua Tate	MI	2014	3FA6P0H71ER375495	1/28/2023	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denise Justice	MI	2014	1FA6P0H78E5366294	12/19/2013	MI	\$24,107.48	Purchased New
Dennis & Sheri Huntington	MI	2016	3FA6P0T99GR301706	2/6/17	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dennis Calvisi	MI	2010	3FAHP0HAXAR415667	12/8/21	MI	\$8,331.64	Purchased Pre-Owned
Dennis Jevahirian	MI	2010	3FAHP0HA6AR238325	6/19/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Devon Nace (1)	MI	2012	3FAHP0JA7CR423478	8/15/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Devon Nace (2)	MI	2010	3FAHP0JA9AR422555	11/17/2021	MI	\$3,300.00	Purchased Pre-Owned
Dylan Gleason (1)	FL	2014	3fa6p0g71er298810	10/1/21	MI	\$12,990.00	Purchased Pre-Owned
Elizabeth Mattera	MI	2012	3fahp0ja3cr294302	6/1/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Emilio Solis	IL	2015	3FA6P0D91FR291394	6/17/23	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eric Young	MI	2015	3FA6P0H77FR229233	6/6/21	MI	\$5,500.00	Purchased Pre-Owned
Ezequiel Gonzalez	MI	2010	3FAHP0JA0AR159016	3/4/23	MI	\$3,500.00	Purchased Pre-Owned
Felipe Torres	MI	2011	3FAHP0HA7BR192294	5/2/19	MI	\$7,000.00	Purchased Pre-Owned
Felisa Wallace	MI	2013	3fa6p0k97dr348360	Mar 24, 2015	MI	\$21,337.00	Purchased Pre-Owned
Floyd Cecil Langdon III	MI	2010	3fahp0cgxar425174	03/01/2021	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Frank Vanderveen	MI	2012	3FAHP0JA1CR250492	5/18/23	MI	\$2,800.00	Purchased Pre-Owned
Gail Lawrewnce-Appleby	MI	2020	3FA6P0HD1LR186963	8/31/2020	MI	\$25,606.00	Leased New
Gary Albro	MI	2013	3fa6p0hr9dr142089	6/22/22	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gregory Taylor	MI	2014	3FA6P0HD1ER192474	5/19/2023	MI	\$4,318.00	Purchased Pre-Owned
Heather Lewis	MI	2011	3fahp0ga1br322250	10/13/09	MI	\$14,000.00	Purchased Pre-Owned
Heather Williams	MI	2016	1fa6p0h72g5122899	7/8/22	MI	\$18,499.00	Purchased Pre-Owned
Jamecca Sims	MI	2020	3FA6P0HD3LR247486	12/19/2021	MI	\$29,356.00	Purchased New
James Sharp	MI	2012	3FAHP0HA6CR334040	2/14/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jamie McTaggart	MI	2011	3FAHP0JG2BR175739	2/20/23	MI	\$11,500.00	Purchased Pre-Owned
Jason Antes	MI	2015	1fa6p0h7xf5122745	4/17/23	MI	\$7,000.00	Purchased Pre-Owned
Jason Elliott & Shannon Marie Sch	MI	2015	3fa6p0h96fr239219	10/11/21	MI	\$13,990.24	Purchased Pre-Owned
Jason Frank	MI	2016	3FA6P0K97GR150799	8/23/2023	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Jeffrey Herring	MI	2016	1fa6p0h75g5119138	5/13/2018	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Baldwin	MI	2010	3FAHP0JG9AR172836	6/18/22	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Smith	MI	2017	3FA6P0H78HR320210	8/15/21	MI	\$26,955.00	Purchased Pre-Owned
Jennifer Sturdavant	MI	2014	1FA6P0H77E5377383	7/27/20	MI	\$10,990.00	Leased Pre-Owned
Jessica Brown	MN	2011	3FAHP0JA2BR220285	6/14/22	MI	\$4,000.00	Purchased Pre-Owned
Jestine White (1)	MI	2018	3FA6P0HR9DR352983	9/14/21	MI	See MSRP, <i>Supra</i>	Leased Pre-Owned
John Fish III	MI	2013	3FA6P0H75DR114627	10/12/2012	MI	\$31,534.48	Purchased New
John King	MI	2016	3FA6P0HDXGR319533	6/17/21	MI	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jonas Sostakas	MI	2013	3FA6P0D99DR278616	5/24/13	MI	\$5,700.00	Purchased New
Judith Stachura	MI	2010	3FAHP0HA7AR376777	Mar 11, 2013	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Julianne Gesuale	MI	2013	3FA6P0H72DR290681	6/8/17	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Julie Gill	MI	2016	3FA6P0HD5GR223258	3/17/20	MI	\$14,500.00	Purchased Pre-Owned
Karen Dinkins	MI	2010	3FAHP0HA7AR249107	11/18/09	MI	See MSRP, <i>Supra</i>	Purchased New
Keisha Rawls	MI	2011	3FAHP0HG2BR269951	7/9/23	MI	\$3,000.00	Purchased Pre-Owned
Kelly Bidelman	MI	2015	1FA6P0H72F5122271	3/23/15	MI	\$28,593.65	Purchased New
Kelsee Hulsey	MI	2010	3FAHP0GA8AR348746	4/6/2019	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kharanina Martin	MI	2016	3FA6P0H76GR214465	6/21/17	MI	\$10,600.00	Purchased Pre-Owned
Kim Cross	MI	2020	3FA6P0T91LR179627	SEPT 27 2023	MI	\$14,000.00	Purchased Pre-Owned
Kimberly Gocha	MI	2015	3fa6p0hd8fr212737	6/15/15	MI	\$44,299.44	Purchased New
Kolie Mcadoo	MI	2016	3FA6P0T97GR210322	2/25/2022	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kristy Smith	WV	2013	3FA6P0HRXDR383417	9/3/13	MI	\$32,000.00	Purchased New
Kyle Barrett	MI	2013	3FA6P0D9XDR213080	6/9/2020	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latoya Gater	MI	2015	3FA6P0HD8FR258519	5/1/23	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lillian Hannah	MI	2018	3FA6P0HDXJR231055	12/4/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Loretta Fee	MI	2013	3FA6P0G73DR233293	6/3/23	MI	\$14,776.00	Leased Pre-Owned
Lorraine Saydak	MI	2010	3FAHP0HA4AR295476	9/23/16	MI	\$10,721.40	Purchased Pre-Owned
Lynn Dawson	MI	2014	3FA6P0H94ER242649	9/19/2015	MI	\$15,500.00	Purchased Pre-Owned
Malena Bohr POA Carl J Thomsor	MI	2010	3FAHP0HAXAR303791		MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maranda Thomas	MI	2014	1FA6P0H79E5353554	8/23/2022	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mario Davis	MI	2017	3FA6P0HD4HR139126	11/27/2017	MI	\$17,449.00	Purchased Pre-Owned
Mark Mazalauskas	MI	2016	1FA6P0HD3G5112260	9/24/15	MI	\$29,814.18	Purchased New
Marty Hudy	MI	2010	3FAHP0JA7AR224590	Jun 8, 2015	MI	\$18,000.00	Purchased Pre-Owned
Michael Burkhardt	MI	2016	1FA6P0H70G5134047	3/10/16	MI	\$22,088.30	Purchased New
Michael Harris	MI	2016	3FA6P0HD8GR313407	4/18/16	MI	\$25,000.00	Leased New
Michael Ogg	MI	2016	3FA6P0K9XGR112743	12/21/23	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Walker	MI	2015	3FA6P0D93FR254914	6/15/2021	MI	\$24,000.00	Purchased Pre-Owned
Michelle Galloway	MI	2013	3FA6P0HR0DR380834	10/31/2023	MI	\$10,000.00	Purchased Pre-Owned
Miranda Tabb	MI	2016	3FA6P0T93GR200483	8/2/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Monica Body-Carpenter	MI	2020	3FA6P0T94LR165396	1/6/20	MI	\$20,131.23	Leased Pre-Owned
Monique Sims	MI	2016	1FA6P0H79G5124519	3/9/2022	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nakisha King	MI	2014	3fa6p0h75er260947	5/3/17	MI	\$14,000.00	Purchased Pre-Owned
Neil Harris	MI	2014	3FA6P0HD0ER312524	May 1, 2023	MI	\$7,500.00	Purchased Pre-Owned
Nellia Brown	MI	2014	3fa6p0hd4er141146	8/5/14	MI	\$25,000.00	Purchased New
Nicole Olkowski & Brendan Sequir	MI	2016	3FA6P0K9XGR135651	2/16/19	MI	\$19,382.92	Purchased Pre-Owned
Patricia Livingston	MI	2011	3FAHP0JG8BR108711	1/1/11	MI	See MSRP, <i>Supra</i>	Purchased New
Perry Knight	MI	2010	3FAHP0HA4AR274112	1/10/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Quinyah King & Anita Chambers	MI	2014	3FA6P0HD9ER370342	October 2019	MI	\$28,144.00	Purchased Pre-Owned
Ramon Otero	MI	2012	3FAHP0HA0CR210491	7/12/18	MI	\$8,000.00	Purchased Pre-Owned
Rebecca LeMond	MI	2012	3FAHP0HA9CR363807	1/29/18	MI	\$10,400.00	Purchased Pre-Owned
Richard Ashton Myers	MI	2012	3fahp0ha7cr296544	11/01/2015	MI	\$9,469.74	Purchased Pre-Owned
Richard Kinstle	MI	2015	3fa6p0h79fr181282	11/28/18	MI	\$22,500.00	Purchased New
Richard Lambert	MI	2010	3FAHP0HA6AR344418	7/27/21	MI	\$20,000.00	Purchased Pre-Owned
Robert Armstrong	MI	2015	3fa6p0t98fr192668	9/15/21	MI	\$13,000.00	Purchased Pre-Owned
Robert Belbot	MI	2015	1FA6P0G75F5123268	10/14/22	MI	\$3,500.00	Purchased Pre-Owned
Robert Ollila	MI	2012	3FAHP0DC9CR391386	12/24/2012	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rochelle Miller	MI	2016	3FA6P0G71JR129719	12/15/21	MI	\$21,727.00	Leased Pre-Owned
Ronald Hes	MI	2010	3FAHP0HA2AR402329	6/20/10	MI	\$24,000.00	Purchased New
Rosalyn Sylvester	MI	2012	3FAHP0JG7CR129678	9/15/13	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rose Stevens	MI	2012	3FAHP0HA3CR123717	6/1/2018	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Roxanne Frazier	MI	2014	1FA6P0H78E5383998	3/12/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ryan Gasiorowski	MI	2020	3FA6P0HD4LR186875	3/25/21	MI	\$19,064.39	Purchased New
Samantha Scaramellino	FL	2014	3FA6P0H73ER144713	9/15/15	MI	\$13,065.10	Purchased Pre-Owned
Samuel Schoen Jr.	MI	2011	3FAHP0HG6BR233003	10/21/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shalah Stamps	MI	2014	3FA6P0HD1ER139872	5/7/21	MI	\$8,000.00	Purchased Pre-Owned
Shalonda Bradford	MI	2013	3FA6P0HR1DR298918	7/14/17	MI	\$13,989.00	Purchased Pre-Owned
Sharmia Joseph	MI	2015	3FA6P0H72FR112644	9/21/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sharon Wiltz	LA	2013	3FA6P0HR6DR171629	6/4/21	MI	\$28,000.00	Purchased Pre-Owned
Shaunise Love	MI	2014	1FA6P0G77F5117066	2/8/2022	MI	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shelley Dashner	MI	2013	3FA6P0K95DR116033	3/9/20	MI	\$25,107.20	Leased Pre-Owned
Sherry Terry	MI	2017	3fa6p0h75hr213809	11/15/16	MI	See MSRP, <i>Supra</i>	Purchased New
Stacy Freeman	MI	2013	3FA6P0K99DR279476	5/20/23	MI	\$4,700.00	Purchased Pre-Owned
Star Goodall	MI	2015	3FA6P0K95DR131745	9/2/21	MI	\$8,900.00	Purchased Pre-Owned
Susan Bibish	OH	2017	3FA6P0HD0HR404396	6/1/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Susan Stevens	MI	2012	3FAHP0JA3CR363540	6/8/18	MI	\$8,000.00	Purchased Pre-Owned
Takari Johnson	MI	2016	3FAHP0HA7AR234543	7/12/13	MI	\$10,000.00	Purchased Pre-Owned
Tamika Powell	MI	2011	3FAHP0GA1BR133369	10/18/2018	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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Tanika Harris	MI	2018	3FA6P0HDXJR127195	7/28/22	MI	\$23,479.00	Purchased Pre-Owned
Tawanna Davis	MI	2017	3FA6P0H79HR345309	6/29/22	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tenisha Perkins	MI	2011	3FAHP0HA8BR106703	4/24/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Terrell Deed	MI	2014	3FA6P0HD9ER293805	6/8/23	MI	See MSRP, <i>Supra</i>	Leased Pre-Owned
Theodora Smith	MI	2019	3FA6P0CD4KR215135	Aug 2, 2019	MI	\$31,935.31	Purchased New
Theresa Goodman	MI	2014	3FA6P0H79ER102708	1/31/15	MI	\$26,841.00	Purchased New
Theresa Spindler	MI	2016	3FA6P0K90GR235502	8/3/2022	MI	\$12,000.00	Purchased Pre-Owned
Thomas Fullerton	MI	2014	3FA6P0D92ER267328	7/21/2022	MI	\$6000	Purchased Pre-Owned
Thomas Sampson	MI	2017	3FA6P0HD6HR412261	8/1/20	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tiffany Vargas Gonzalez	MI	2016	1FA6P0HD1G5121054	9/16/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Fann	MI	2014	1FA6P0H77E5376797	10/20/20	MI	\$14,475.00	Purchased Pre-Owned
Timothy VanDongen	MI	2014	1FA6P0H77E5354363	4/13/14	MI	\$35,000.00	Purchased New
Todd Szalai	MI	2019	3FA6P0HD1KR249736	Oct 8, 2019	MI	\$31,435.05	Purchased Pre-Owned
Torika McCoy	MI	2013	3FA6P0H79DR129356	Nov 30, 2022	MI	\$6000	Purchased Pre-Owned
Towanda Watts	MI	2016	1FA6P0H74G5109295	10/22/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tracey Klann	MI	2012	3FAHP0JAXCR213893	6/20/22	MI	\$5,800	Purchased Pre-Owned
Trevor J Talley	OH	2015	3FA6P0HD0FR300794	1/23/2016	MI	\$15,525.00	Purchased Pre-Owned
Victoria & Mike Linihan	MI	2017	3FA6P0H79HR342250	1/1/2017	MI	See MSRP, <i>Supra</i>	Purchased New
Victoria Johnson	MI	2017	3FA6P0HD4HR112105	12/30/21	MI	\$14,000.00	Leased Pre-Owned
Viki Pullen	MI	2012	3FAHP0HA5CR282013	11/8/19	MI	\$15,235.00	Purchased Pre-Owned
Wesley Carter	MI	2017	3FA6P0H7XHR177664	5/6/23	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
William Gonzales	MI	2015	1FA6P0HD8F5114097	4/7/23	MI	\$4,800.00	Purchased Pre-Owned
Willie Hardy	MI	2010	3FAHP0HA2AR393373	8/17/10	MI	\$20,000.00	Purchased New
Winabi Edwards	MI	2013	3FA6P0H95DR321732	7/13/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Adrianna Johnson	WI	2018	3FA6P0HD0JR104573	9/7/2022	MN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Amy Schultz	MN	2014	3FA6P0HD4ER398078	3/19/22	MN	\$15,000.00	Purchased Pre-Owned
Barton Alexander	MN	2014	3FA6P0HD1ER115328	5/15/19	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carrie Williams	MN	2017	3FA6P0T90HR242899	4/4/21	MN	\$15,900.00	Purchased Pre-Owned
Charles Fenton	MN	2013	3FA6P0HR9DR223190	04/25/2014	MN	\$18,995.00	Purchased Pre-Owned
Chasidie Ratliff	ND	2010	3FAHP0JA3AR353944	5/14/18	MN	\$6,300.00	Purchased Pre-Owned
Cory Kelleher	MN	2013	3FA6P0PU6DR383257	5/12/2016	MN	\$18,599.00	Purchased Pre-Owned
Daniel Ryan	MN	2010	3FAHP0GA9AR109318	2/17/13	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Pointer	MN	2011	3FAHP0HA1BR108339	3/1/22	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Frank Higgins	MN	2012	3FAHP0CG3CR328630	October25 2022	MN	\$5,000.00	Purchased Pre-Owned
Jake Cole	MN	2010	3FAHP0HA7AR321911	1/2/2020	MN	\$4,000.00	Purchased Pre-Owned
James Banks	MN	2015	3FA6P0HD5FR222304	6/1/22	MN	\$10,599.00	Leased Pre-Owned
Janie Knutson	MN	2013	3FA6P0H78DR296808	1/19/19	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffery Wollschlager	MN	2019	3FA6P0G77KR173533	3/3/20	MN	\$22,490.00	Purchased New

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Jeremy Martinez	MN	2016	3FA6P0H73GR214987	1/16/2020	MN	\$11,708.73	Purchased Pre-Owned
Jesse Cowdin	MN	2014	3FA6P0HD4ER376288	4/13/23	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jesse Snyder	MN	2013	3fa6p0d94dr118613	4/4/21	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jim Kowalik	MN	2012	3FAHP0JA4CR359111	3/16/22	MN	\$11,415.00	Purchased Pre-Owned
Joli Schloeder	MN	2016	3FA6P0T95GR200260	7/7/20	MN	\$17,054.87	Purchased Pre-Owned
Jonathan Jenkins	MN	2015	3FA6P0H71FR306730		MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joshua Anderson	MN	2016	3FA6P0D91GR259305	4/1/20	MN	\$19,000.00	Purchased Pre-Owned
Karla Staloch	MN	2014	3fa6p0h72er111430	8/3/13	MN	See MSRP, <i>Supra</i>	Purchased New
Kevin Bakken	MN	2013	3FA6P0H71DR149312	12/5/2017	MN	\$12,000.00	Purchased Pre-Owned
Lyndsey Clausen	MN	2013	3FA6p0h71dr132977	4/1/13	MN	\$23,000.00	Purchased Pre-Owned
Macy Ismil	MN	2014	3FA6P0K99ER257382	8/11/21	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Merry	MN	2014	3fa6p0k94er214780	6/25/2019	MN	\$10,000.00	Purchased Pre-Owned
Mark Valimont	MN	2014	1FA6P0G76E5351570	1/27/23	MN	\$19,242.41	Purchased Pre-Owned
Marlon McInnis	MN	2013	3FA6P0H76DR364846	12/2/18	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nichole Bushey	ND	2018	3FA6P0HD3JR260493	8/25/23	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nicole Melton	MN	2014	3FA6P0D92ER242851	Mar 01, 2021	MN	\$14,208.38	Purchased Pre-Owned
Paul Fritz	MN	2014	3FA6P0G77ER169793	5/9/18	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rob Fischer	IL	2011	3FAHP0HA0BR190340	3/15/2015	MN	\$10,000.00	Purchased Pre-Owned
Russell Selmer	MN	2015	3FA6P0T94FR196619	6/8/16	MN	\$11,500.00	Purchased Pre-Owned
Shaquise Marcelin	MN	2010	3FAHP0GA9AR429948	4/21/20	MN	\$15,000.00	Purchased Pre-Owned
Shawn O'Connor	MN	2013	3FA6P0H79DR296090	5/3/21	MN	\$5,000.00	Purchased Pre-Owned
Stacy Trepanier	MN	2018	3FA6P0D99JR132809	3/29/2019	MN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Puffer	MN	2011	3FAHP0JA5BR145145	2/13/13	MN	\$12,981.00	Purchased Pre-Owned
Vincent Rodriguez	NM	2010	3FAHP0GA3AR147112	3/1/23	MN	\$4,600.00	Purchased Pre-Owned
Warren Michog	MN	2014	3FA6P0H74ER365186	Jan 9, 2019	MN	\$13,500.00	Purchased Pre-Owned
Amanda Beck	MO	2016	3FA6P0H90GR147234	2/10/2020	MO	\$13,999.00	Purchased Pre-Owned
Amanda Harrison	MO	2018	3FA6P0G76JR203748	Jun 21, 2020	MO	\$19,000.00	Leased Pre-Owned
Amber Jo & Kenneth Gordon Unde	MO	2012	3FAHP0HA1CR414099	5/29/20	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Bentzen	MO	2015	3fa6p0h71fr138068	1/7/21	MO	\$17,650.00	Purchased Pre-Owned
Angela Hoven	MO	2016	1FA6P0HD3G5128846	2/15/2017	MO	\$36,000.00	Purchased New
Austin Dewey	MO	2012	3FAHP0HA9CR191262	11/12/21	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Braden Wiley	MO	2016	3FA6P0HD2GR119567	12/3/16	MO	\$14,203.50	Purchased Pre-Owned
Brittany Wyatt	MO	2015	3FA6P0H91FR216205	6/8/21	MO	\$24,655.00	Purchased Pre-Owned
Candance Hughley	MO	2015	3FA6P0HD0FR248552	7/1/18	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carrie King	MO	2016	3FA6P0HD6GR246354	4/13/22	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cathryne Sullivan	KS	2017	3FA6P0HD7HR272902	3/28/19	MO	\$24,000.00	Purchased Pre-Owned
Charles Brim	IL	2013	3fa6p0k90dr113069	Jan 22, 2018	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Claudia Guiden & Gabriele Donne	MO	2017	3FA6P0K99HR130393	6/25/18	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Cliffton Holcomb	MO	2018	3FA6P0G78JR150048	12/15/21	MO	\$19,980.00	Purchased Pre-Owned
Daniel Armer	MO	2016	3FA6P0H76GR201554	Feb 1, 2018	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Hicks	MO	2016	3FA6P0K9XGR399176	Nov 1, 2021	MO	\$14,000.00	Purchased Pre-Owned
Dawonn Taylor	MO	2014	3fa6p0hd6er344930	03/01/2023	MO	\$6,700	Purchased Pre-Owned
Deborah Watson	MO	2014	3FA6P0HD9ER106117	9/18/2021	MO	\$20,000.00	Purchased Pre-Owned
Devante Ingram	MO	2013	3FA6P0HR9DR201464	11/17/2020	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dwayne Williams	MO	2010	3FAHP0HA9AR427647	1/24/20	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Effie & Conley Trentham	MO	2015	3FA6P0H9XFR143965	March 22, 2021	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Felicia Summers	MO	2017	3FA6P0G72HR305316	7/25/22	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Glenda Metzger	MO	2020	3FA6P0HD2LR230968	3/11/21	MO	\$25,000.00	Purchased New
Gregory Eaton	MO	2020	3FA6P0K92LR152082	4/23/20	MO	\$26,000.00	Leased Pre-Owned
Irene Peery	MO	2016	3fa6p0h75gr302990	Apr 5, 2016	MO	\$23,493.79	Purchased New
Jacquelyn Knauer	MO	2018	3FA6P0H73JR176586	4/21/18	MO	\$26,969.25	Purchased New
James Trezise	MO	2013	3FA6P0HR1DR309836	4/22/2022	MO	\$10,000.00	Purchased Pre-Owned
Jason Bryan	MO	2014	1FA6P0H75E5392464	10/14/23	MO	\$13,145.51	Leased Pre-Owned
Jason McHugh	MO	2012	3FAHP0GA5CR251569	1/18/2022	MO	See MSRP, <i>Supra</i>	Leased Pre-Owned
Javid Osborn	MO	2015	3FA6P0H90FR158541	4/16/22	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jay Pointer	MO	2015	1FA6P0H72F5107415	4/11/22	MO	\$17,000.00	Purchased Pre-Owned
Jennifer Garcia	MO	2011	3FAHP0JG3BR324577	1/6/21	MO	\$3,000.00	Purchased Pre-Owned
John & Charlotte Gamroth	MO	2015	3FA6P0G73FR234317	10/6/18	MO	\$16,900.00	Purchased Pre-Owned
John Clements	MO	2013	3FA6P0H75DR361162	4/4/21	MO	\$8,500.00	Purchased Pre-Owned
John Covington	MO	2014	1FA6P0H70E5400972	7/2/16	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Johnson	MO	2010	3fa6p0g71dr260413	Sep 09, 2020	MO	\$9,500.00	Leased Pre-Owned
Joseph Reddin	MO	2016	1FA6P0HD9G5109945	5/25/21	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Justin Tate	MO	2014	3FA6P0HD1ER144165	9/29/21	MO	\$7,500.00	Purchased Pre-Owned
Kamilah Tyler	MO	2012	3FAHP0JG6CR182517	9/22/21	MO	\$5,000.00	Purchased Pre-Owned
Karen Legano	MO	2018	3FA6P0G74JR231726	5/12/21	MO	\$22,000.00	Purchased Pre-Owned
Katy Hernandez	KS	2014	3fa6p0h77er136923	4/1/17	MO	\$13,000.00	Purchased Pre-Owned
Keena Carr	MO	2017	3FA6P0H78HR351618	05/07/2020	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Keisha Weeden	MO	2015	1FA6P0H79F5106844	10/30/14	MO	\$27,000.00	Purchased New
Keith Kimberly	MO	2011	3FAHP0JG2BR338549	11/17/20	MO	\$7,000.00	Purchased Pre-Owned
Kelly Hall	MO	2014	3FA6P0HD3ER364956	6/23/22	MO	\$14,599.00	Purchased Pre-Owned
Kelsey Dennis	MO	2013	3fa6p0h78dr170562	2/28/15	MO	\$11,500.00	Purchased Pre-Owned
Kevin Doll	MO	2014	3FA6P0HD1ER204705	1/16/16	MO	\$12,500.00	Purchased Pre-Owned
Keyera Turner	MO	2014	3FA6P0H75ER110160	10/1/20	MO	\$19,000.00	Purchased Pre-Owned
Kimberly Arnold	IL	2013	3FA6P0SU8DR258736	8/2/21	MO	See MSRP, <i>Supra</i>	Leased Pre-Owned
Kristina Garrison	MO	2016	3FA6P0H73GR289236	4/22/19	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Larrissa Snedeger	MO	2011	3FAHP0HA6BR155186	11/24/21	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Lindsay Newell	IL	2010	3FAHP0JA6AR333008	4/10/20	MO	\$4,000.00	Purchased Pre-Owned
Lisa Quaranta	MO	2014	3FA6P0H98ER186781	1/16/23	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lorelei Brown	MO	2016	3FA6P0K9XER123206	9/30/20	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lynn Green	MO	2011	3FAHP0JA8BR144099	6/23/23	MO	\$10,550.00	Purchased Pre-Owned
Mackenzie Coffey	MO	2016	3FA6P0HDXGR164658	6/5/18	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maddyson Woledge	MO	2012	3FAHP0HA4CR195185	7/15/22	MO	\$4,000	Purchased Pre-Owned
Madison Hines	MO	2015	3FA6P0HD5FR236977	Mar 20, 2018	MO	\$14,698.99	Leased Pre-Owned
Mahogany Moore	MO	2017	3FA6P0HD1HR407422	9/6/2020	MO	\$14,000.00	Purchased Pre-Owned
Matthew Evans	MO	2013	3FA6P0H79DR191503	3/15/2021	MO	\$12,000.00	Purchased Pre-Owned
Michele Bennington	MO	2020	3FA6P0HD3LR235001	6/25/2022	MO	\$27,354.00	Purchased Pre-Owned
Michelle House	MO	2018	3FA6P0H78JR194906	6/26/2021	MO	\$20,959.49	Purchased Pre-Owned
Michelle Robertson	LA	2012	3FAHP0JG2CR204495	3/3/14	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mike Basten	MO	2013	3fa6p0pu9dr294721	4/7/21	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mike Bishop	MT	2010	3FAHP0JG1AR395579	Aug 28, 2011	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mikhail Goodson	MO	2014	3fa6p0d9xer290761	1/6/2023	MO	\$14,500.00	Purchased Pre-Owned
Mitzi Ritter	MO	2015	1FA6P0H79F5122784	11/22/17	MO	\$16,636.80	Purchased Pre-Owned
Nicole Gray	MO	2016	3FA6P0HD6GR115781	10/15/19	MO	\$18,526.00	Purchased Pre-Owned
Pamela Talbott	MO	2012	3fahp0haxcr395911	11/15/22	MO	\$15,000.00	Purchased Pre-Owned
Parrion Murphy	IL	2012	3FAHP0HA7AR122907	4/20/15	MO	\$7,000.00	Purchased Pre-Owned
Paul & Britni Zajicek	MO	2016	3FA6P0H79GR271811	4/20/2019	MO	\$16,998.50	Purchased Pre-Owned
Phyllis Harper	MO	2013	3FA6P0H76DR384143	6/7/16	MO	\$16,500.00	Leased Pre-Owned
Porscha Clay	IL	2014	3fa6p0k99er322117	3/3/21	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Prezell Randolph	MO	2011	3fahp0ja9br105120	1/13/21	MO	\$16,500.00	Leased Pre-Owned
Reginald Kilbert	MO	2016	1FA6P0H78G5133454	3/18/21	MO	\$13,000.00	Purchased Pre-Owned
Ricci Woods	MO	2013	3FA6P0HR0DR342407	6/25/22	MO	\$5,000.00	Purchased Pre-Owned
Richard & Jonna Sample	MO	2014	3FA6P0H74ER176716	11/4/2013	MO	See MSRP, <i>Supra</i>	Purchased New
Robert & Tina Contello	MO	2018	3FA6P0H74JR175754	1/20/22	MO	\$27,020.22	Purchased Pre-Owned
Robert Amerson	MO	2017	3FA6P0T92HR174072	5/7/21	MO	\$25,006.99	Purchased Pre-Owned
Robert Fox	MO	2010	3FAHP0HA0AR382579	4/11/13	MO	\$13,668.00	Purchased Pre-Owned
Robert Morales	MO	2017	3FA6P0T94HR261214	6/15/22	MO	\$25,000.00	Purchased Pre-Owned
Romarta Martin	MO	2010	3FAHP0HG6AR191902	6/14/14	MO	\$25,000.00	Purchased Pre-Owned
Ryan Barber	GA	2018	3FA6P0H75JR140172	12/5/20	MO	\$14,600.00	Purchased Pre-Owned
Sabrina Alyea	MO	2015	3FA6P0K92FR193851	6/28/22	MO	\$15,000.00	Purchased Pre-Owned
Scott Warren	MO	2017	3FA6P0HD1HR122168	4/4/2022	MO	\$9,600.00	Purchased Pre-Owned
Shanell Russell	MO	2014	1FA6P0HD9E5378072	7/18/18	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shannon Cooper	MO	2016	3fa6p0h75gr269523	Jun 29, 2021	MO	\$9,000.00	Purchased Pre-Owned
Shardae Kinney	MO	2014	1FA6P0H70E5377113	5/13/15	MO	\$6,700.00	Purchased Pre-Owned
Shelby Attaway	MO	2015	3FA6P0H77FR224548	Feb 1, 2021	MO	\$9,999.00	Leased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Sherry Webb	MO	2015	1FA6P0H73F5107343	Jan 18, 2016	MO	See MSRP, <i>Supra</i>	Leased Pre-Owned
Tameca Smith	MO	2012	3FAHP0ha5cr320663		MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Temeka Cobbins	MO	2015	3FA6P0H77FR205899	10/1/22	MO	\$5,500.00	Purchased Pre-Owned
Thomas LaVar	MO	2010	3FAHP0JA9AR205684	8/13/21	MO	\$3,900.00	Purchased Pre-Owned
Tim Jones	MO	2012	3FAHP0KC8CR430522	6/1/12	MO	\$32,350.00	Purchased New
Trudy McAdams	MO	2014	3FA6P0D95ER211318	12/15/21	MO	\$8,000.00	Purchased Pre-Owned
Ty Boyd	MO	2015	3FA6P0HD4FR274975	10/25/18	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tyron Crockom	MO	2017	3FA6P0HD3HR179441	6/7/18	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vanessa Edwards (2)	MO	2012	3fahp0ga9cr144024	8/1/2015	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vanessa Johnson	MO	2015	3FA6P0G70FR131632	8/20/19	MO	\$7,995.00	Leased Pre-Owned
Vicky Harris	MO	2017	3FA6P0H73HR388155	7/17/19	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
William Graham (1)	MO	2013	3FA6P0H98DR331851	3/1/19	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rachel Morrison	MO	2014	3FA6P0HD0ER234102	11/13/2015	MO	\$21,403.00	Purchased Pre-Owned
Alecia Lawrence	AL	2012	3FAHP0HG9CR346316	12/18/23	MS	\$2,000.00	Purchased Pre-Owned
Angelia Hobson	MS	2015	3FA6P0H70FR123528	9/4/10	MS	\$10,000.00	Purchased Pre-Owned
Anita Smith	MS	2013	3FA6P0H78DR109793	5/16/16	MS	\$20,000.00	Purchased Pre-Owned
Anthony Cohn	LA	2012	3fahp0ha0cr261571	11/17/2020	MS	See MSRP, <i>Supra</i>	Leased Pre-Owned
Antonio Hobbs & Laxavian Fairley	MS	2015	3FA6P0HD3FR255429	4/12/2021	MS	\$23,831.52	Leased Pre-Owned
Ashleigh McAlpin	MS	2016	3fa6p0g70gr350835	10/12/23	MS	\$7,000.00	Purchased Pre-Owned
Ashley Roberts	MS	2016	3fa6p0g73gr234139	10/23/2022	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Autumn Kellum	MS	2013	3FA6P0H90DR228505	Jul 17, 2023	MS	\$7,500.00	Purchased Pre-Owned
Barbara & James Pugh	MS	2010	3fahp0ha4ar173149	9/25/12	MS	\$29,000.00	Purchased Pre-Owned
Bonita Woods	MS	2013	3FA6P0H74DR112982		MS	\$30,000.00	Purchased Pre-Owned
Bradley Brumfield	MS	2015	3FA6P0G73FR177973	3/9/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandi Montgomery	MS	2012	3FAHP0HA6CR173818	3/3/21	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandon Sims	MS	2013	3FA6P0G78DR259226	11/10/17	MS	\$17,000.00	Purchased Pre-Owned
Calvin White	MS	2010	3fahp0ha5ar235674	6/9/22	MS	\$6,500.00	Purchased Pre-Owned
Candias Boyer	FL	2016	3FA6P0H79GR205386	1/1/20	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carleah Hayes	MS	2014	1FA6P0HD6E5402747	2/27/19	MS	\$28,000.00	Leased Pre-Owned
Casey Brittany Trulove	MS	2014	1FA6P0HD7E5367670	9/20/21	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cassandra Love	MS	2010	3FAHP0HAXAR213301	10/11/19	MS	\$5,981.35	Purchased Pre-Owned
Cassie West	MS	2014	1FA6P0HD5E5362385	6/14/19	MS	\$11,000.00	Purchased Pre-Owned
Chris Jones	MS	2014	3FA6P0HD0ER232110	3/18/17	MS	\$22,000.00	Purchased Pre-Owned
Christy King	MS	2017	3FA6P0HD3HR346848	7/29/17	MS	\$27,000.00	Purchased New
Cindy Clark	MS	2016	3FA6P0G70GR254722	Nov 4, 2017	MS	\$16,000.00	Purchased Pre-Owned
Clyde Crump	MS	2013	3fahp0ha3br308493	12/9/20	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dem Evans	MS	2016	3FA6P0HD0GR360785	6/21/19	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denise Conelly	GA	2012	3FAHP0HA3CR428313	04/15/2016	MS	\$5000	Purchased Pre-Owned

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Detrick Thomas	TN	2014	1FA6P0HD9E5376550	4/20/21	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Devonsha Young	MS	2015	3FA6P0HD6FR301044	3/15/2016	MS	\$17,990.00	Purchased Pre-Owned
Don Killen	AZ	2013	3FA6P0HR1DR202754	8/24/20	MS	\$9,000.00	Purchased Pre-Owned
Donald McClendon	MS	2016	3FA6P0HD9GR297010	1/1/23	MS	\$8,400.00	Purchased Pre-Owned
Douglas Fountaine	MS	2016	3fa6p0hd4gr318894	9/1/19	MS	\$15,000.00	Purchased Pre-Owned
Dustin & Melissa Sandifer	MS	2016	3FA6P0K95GR334106	6/29/21	MS	\$18,183.90	Purchased Pre-Owned
Earnest Carthan jr	MS	2013	3FA6P0H9XDR310743	10/10/16	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ebonee White	MS	2016	3FA6P0H76GR125656	3/22/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Edward Sanders	MS	2013	3FA6P0H99DR348237	5/9/21	MS	\$14,000.00	Purchased Pre-Owned
Elizabeth Bone	MS	2014	3FA6P0H79ER228681	10/28/2018	MS	\$4,500.00	Purchased Pre-Owned
Enasha Eggleston	MS	2015	3FA6P0H74FR249584	11/17/16	MS	\$24,000.00	Purchased Pre-Owned
Evelyn Creighton	MS	2013	3FA6P0H77DR240410	12/19/2019	MS	\$27,286.35	Leased Pre-Owned
Evelyn Henry	MS	2010	3FAHP0HA0AR368388	6/15/16	MS	\$15,000.00	Purchased Pre-Owned
Felecia Smith	MS	2011	3FAHP0HG0BR256955	10/15/20	MS	\$3,900.00	Purchased Pre-Owned
Felicsha & Jayson Key	MS	2017	3fa6p0hd0hr351425	4/4/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Freida Parson	MS	2013	3FA6P0H77DR299019	7/22/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gina Turner	MS	2011	3FAHP0HA7BR249271	10/17/2020	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gwen Hawthorne	MS	2012	3FAHP0HA2CR356777	6/25/15	MS	\$15,995.00	Purchased Pre-Owned
Heather A. Nations	MS	2014	3FA6P0HD7ER396132	12/16/22	MS	\$7,000.00	Purchased Pre-Owned
Henry Gray	LA	2016	3FA6P0H76GR343726	10/20/2020	MS	See MSRP, <i>Supra</i>	Leased Pre-Owned
Herbert Watkins	MS	2015	1FA6P0H72F5120990	4/18/19	MS	\$10,000.00	Purchased Pre-Owned
Hilary Powers	LA	2016	3fa6p0h73gr192165	7/11/18	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Howard Dean	MS	2013	3FA6P0H79DR195132	6/8/21 or 3/16/21?	MS	\$9,000.00	Purchased Pre-Owned
Jackson & Christopher Brown	MS	2012	3FAHP0KCXCR173508	Jan 11, 2021	MS	\$12,000.00	Purchased Pre-Owned
Jamanelle McQueen	AL	2017	3FA6P0H7XHR377475	7/12/17	MS	See MSRP, <i>Supra</i>	Purchased New
Janet Brock	MS	2016	3FA6P0H73GR200734	1/27/20	ms	\$1,782.48	Purchased Pre-Owned
Jennifer Culver	MS	2020	3FA6P0HDXLR231270	02/15/2022	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Savage	MS	2011	3FAHP0JG7BR230427	5/11/14	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Stallings	MS	2014	3FA6P0H90ER277253	3/2/2023	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Doubleday	MS	2016	3FA6P0G73GR139449	10/23/20	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Haynes	MS	2016	3FA6P0H70GR200447	9/30/2021	MS	See MSRP, <i>Supra</i>	Leased Pre-Owned
Joe Williams	MS	2012	3FAHP0JA3CR178341	1/24/2017	MS	\$16,000.00	Purchased Pre-Owned
John Willhite	MS	2017	3FA6P0HD9HR269905	12/30/21	MS	\$8,500.00	Purchased Pre-Owned
Joseph Hardrick	TN	2016	3FA6P0HD6GR126862	7/31/18	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Katie Conley	MS	2016	1FA6P0H77G5100896	Mar 10, 2016	MS	See MSRP, <i>Supra</i>	Purchased New
Kayla Marks	AL	2013	3FA6P0H99DR149477	7/3/2019	MS	\$13,000.00	Leased Pre-Owned
Kelvin Davis	MS	2014	3FA6P0K92ER330673	1/15/16	MS	\$16,000.00	Purchased Pre-Owned
Kimberly Greenwood	MS	2019	3FA6P0D94KR118088	8/5/21	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Kimberly Hodges	MS	2014	3FA6P0H97ER358993	5/28/22	MS	\$17,547.50	Purchased Pre-Owned
Kriston Turner	MS	2017	3FA6P0H70HR391661	1/2/24	MS	See MSRP, <i>Supra</i>	Leased Pre-Owned
LaCandis Webster	MS	2016	3FA6P0HD4GR237698	12/1/2015	MS	See MSRP, <i>Supra</i>	Purchased New
Laitina Smith	MS	2015	1FA6P0H73F5115037	3/10/18	MS	\$18,000.00	Purchased Pre-Owned
Lakeita Williams	MS	2012	3FAHP0HA2CR367388	11/18/2018	MS	\$3,500.00	Purchased Pre-Owned
Lakeysha Jackson	MS	2011	3FAHP0HA4BR213893	Jan 11th, ____?	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
La'Rre Whitney	MS	2011	3FAHP0HA4BR174447	7/1/21	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
LaTasha Taylor	MS	2013	3fa6p0h76dr343446	2/1/23	MS	\$5,500.00	Purchased Pre-Owned
Lemont Wilhite	TN	2013	3FA6P0H74DR203346	1/11/2021	MS	See MSRP, <i>Supra</i>	Leased Pre-Owned
Leslie Cox	MS	2016	3FA6P0HD3GR280283	7/1/19	MS	\$14,000.00	Purchased Pre-Owned
Levonina Taylor	MS	2016	3FA6P0H74GR324687	12/9/19	MS	\$24,000.00	Purchased Pre-Owned
Lindsey Jaudon	MS	2010	3fahp0ja7ar312426	7/27/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Louise Curry	MS	2019	3fa6p0hd1kr161284	4/9/23	MS	\$18,000.00	Leased Pre-Owned
Marcus Jackson	MS	2011	3FAHP0JG2BR196610	4/25/23	MS	\$11,000.00	Purchased Pre-Owned
Margie Hilton	MS	2010	3FAHP0HAXAR357320	2/25/17	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Hammond & Debra Beech	MS	2018	3FA6P0HD6JR113021	5/14/23	MS	\$17,479.00	Purchased Pre-Owned
Markesia Nixon	MS	2011	3FAHP0JA4BR277409	6/19/15	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marrico Robinson	MS	2014	1FA6P0H74E5377681	2/15/2016	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marsha Jenkins	MS	2012	1FAHP3H28CL413511	5/10/20	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Andrews	MS	2010	3FAHP0HA0AR118486	2/13/12	MS	\$16,000.00	Purchased Pre-Owned
Mary Tiner and Quentin Welch	MS	2016	3fa6p0g71gr275529	3/18/21	MS	\$18,451.54	Purchased Pre-Owned
Megan Stuckey	MS	2014	1FA6P0HDXE5366352	7/18/20	MS	\$16,028.40	Purchased Pre-Owned
Melisha Triplett	MS	2015	3FA6P0G73FR189783	9/18/15	MS	\$23,000.00	Purchased New
Michelle Beech	MS	2017	3FA6P0HD6HR154503	7/7/21	MS	\$13,238.00	Purchased Pre-Owned
Michelle Necaie	MS	2014	3FA6P0HD5ER179467	3/25/22	MS	\$10,000.00	Purchased Pre-Owned
Monica Smith	MS	2016	3FA6P0HD8GR222413	6/30/23	MS	\$23,000.00	Purchased Pre-Owned
Monique Stingley	MS	2020	3FA6P0HD1LR197090	8/2/22	MS	\$30,577.40	Purchased Pre-Owned
Ms. Valerie Berry	MS	2014	1FA6P0H79E5397649	Mar 3 2021	MS	\$16,393.03	Purchased Pre-Owned
Nancy Jackson	MS	2015	1FA6P0H77F5110066	1/12/16	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nathaniel Reed	MS	2014	3FA6P0HD4ER257317	5/9/17	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patina Brown	MS	2017	3FA6P0HD0HR281733	9/27/21	MS	\$13,146.85	Purchased Pre-Owned
Paul Barnes	MS	2015	3FA6P0HD0FR292583	5/5/23	MS	\$8,500.00	Purchased Pre-Owned
Paulette Polk	MS	2014	1FA6P0G71E5379986	8/16/19	MS	\$30,000.00	Purchased Pre-Owned
Quinnetta Thomas	MS	2017	3FA6P0HD0HR128463	10/22/19	MS	\$16,000.00	Purchased Pre-Owned
Rebecca Johansen	MS	2016	3FA6P0HD0GR254658	12/21/16	MS	\$31,000.00	Purchased New
Robert Thomas	MS	2010	3FAHP0HA8AR232560	Apr 09, 2010	MS	\$18,500.00	Purchased Pre-Owned
Ronda Deloach	MS	2015	3FA6P0HD6FR288179	11/30/18	MS	\$15,000.00	Purchased Pre-Owned
Rosalie Wilson	MS	2017	3FA6P0H78HR406519	6/14/23	MS	\$13,900.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Roshina Wright	MS	2013	3FA6P0PU4DR270729	1/25/23	MS	\$5,260.00	Purchased Pre-Owned
Sarah Grace James	MS	2014	3FA6P0G7XER318892	8/10/19	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sharese & Reginald Pearson	MS	2020	3fa6p0g77lr200795	11/01/2020	MS	\$27,000.00	Purchased New
Shauna Pugh	MS	2014	3fa6p0h73er107368	12/12/19	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sierra Wilson	MS	2013	3FA6P0H75DR262051	10/25/19	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stacy Lynn Stallings	AL	2013	3fa6p0hr8dr170613	2/22/2020	MS	\$12,000.00	Purchased Pre-Owned
Stephanie Hunt	MS	2015	3fa6p0h73fr213224	10/01/2022	MS	\$14,456.22	Purchased Pre-Owned
Stephanie Welch (1)	MS	2010	3FAHP0HA6AR155848	7/29/11	MS	\$16,090.00	Purchased Pre-Owned
Stephanie Welch (2)	MS	2015	3FA6P0SU2FR273459	10/10/2018	MS	\$16,998.00	Purchased Pre-Owned
Stephanie Welch (3)	MS	2014	3FA6P0HD8ER376570	3/6/2017	MS	\$19,550.00	Purchased Pre-Owned
Susan Vinzant	AL	2012	3FAHP0HA8CR360056	11/10/17	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sylvia Barnes	MS	2012	3FAHP0HA0CR362058	3/5/22	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tamara Summers	MS	2011	3FAHP0HA5BR230508	3/1/2022	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tameka Johnson	MS	2013	3FA6P0HR0DR221781	10/24/13	MS	See MSRP, <i>Supra</i>	Purchased New
Tamekia Fairley-Mckines	MS	2013	3fa6p0h91dr211986	2/16/16	MS	\$28,364.00	Purchased Pre-Owned
Tangela Williams	MS	2018	3FA6P0G79JR193202		MS	\$28,000.00	Purchased New
Tenecka Friday	MS	2012	3FAHP0HA3CR145720	7/30/2019	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Teresia Ealy	MS	2014	3FA6P0H7XER165820	3/12/19	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tina M Doyle	TX	2012	3FAHP0HA7CR158213	2/21/2016	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tishawn Guice	MS	2012	3FAhp0ha3cr372437	3/6/21	MS	\$6,000.00	Purchased Pre-Owned
Tonya Seago	MS	2011	1FAHP3HN6BW139815	11/14/17	MS	\$14,000.00	Purchased Pre-Owned
Tracy Blair	MS	2017	3FA6P0HDXHR332848	1/1/17	MS	\$21,000.00	Purchased New
Tracy L & Tammy L Barnes	MS	2015	3FA6P0H94FR261848	5/7/16	MS	\$31,456.00	Purchased Pre-Owned
Valencia Buck	MS	2010	3FAHP0HA6AR312259	2/15/2018	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Veronica Hatch	MS	2012	3fahp0ha6cr428340	5/19/18	MS	\$24,000.00	Purchased Pre-Owned
Vickie Edwards	MS	2016	3FA6P0G73GR224744	3/23/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
William & Laura Bragg	MS	2014	3FA6P0H92ER258414	5/15/19	MS	\$10,000.00	Purchased Pre-Owned
Willis Bibbins	MS	2012	3FAHP0JA0CR128206	7/11/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Yalonda Brown	MS	2016	1FA6P0HDXG5101336	4/30/18	MS	\$15,655.95	Leased Pre-Owned
Yvonne Bates	MS	2017	3FA6P0H75GR163041	12/1/2018	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Zoey McLaurin	MS	2014	3fa6p0h78er350285	1/3/23	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alanna Rainingbird	MT	2012	3FAHP0JG0CR297176	4/28/22	MT	\$3,578.00	Leased Pre-Owned
Hailey Curtis	MT	2012	3FAHP0HG8CR109476	2/1/2020	MT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Justin Ahl	MT	2014	3FA6P0HD8ER103774	9/15/21	MT	\$17,067.00	Purchased Pre-Owned
Lenae Booth	MT	2013	3FA6P0H76DR280753	3/15/21	MT	\$9,001.00	Purchased Pre-Owned
Michael Wiley	MT	2013	3FA6P0H93DR326430	Aug 6, 2011	MT	\$22,500.00	Purchased Pre-Owned
Adam Gilbert	NC	2016	3FA6P0K91GR109911	10/12/16	NC	\$24,000.00	Purchased Pre-Owned
Adriene Greene	NC	2017	3FA6P0HD0HR261868	3/4/17	NC	\$27,000.00	Purchased Pre-Owned



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Alan Morrison	NC	2018	3FA6P0HD4JR216602	1/25/19	NC	\$21,000.00	Purchased New
Alexander Romero	NC	2013	3FA6P0HR6DR299031	10/20/2021	NC	\$3,000.00	Purchased Pre-Owned
Alton Cayton	NC	2012	3FAHP0HG9CR427817	6/23/2013	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amanda Saucedo	FL	2014	3FA6P0HD9ER386346	2/5/17	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Craig	NC	2011	3FAHP0HA8BR182602	August 1 2015	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Lawson	NC	2017	3FA6P0T91HR322602	12/31/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Morrison	SC	2014	1fa6p0hdx5382552	2/5/16	NC	\$19,471.62	Purchased Pre-Owned
Angela Polson	NC	2016	3FA6P0HD3GR346766	4/12/17	NC	\$24,000.00	Purchased Pre-Owned
Angela Puryear	NC	2014	1FA6P0HD2E5369942	3/9/2014	NC	\$33,000.00	Purchased New
Antoinette Moore	NC	2012	3FAHP0HA2CR359727	12/19/2018	NC	\$9,000.00	Purchased Pre-Owned
Ashanti Reid	NC	2013	3fa6p0hrxdr120778	11/22/19	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashley Hunt	NC	2013	3FA6P0H99DR192233	10/17/2018	NC	\$10,000.00	Purchased Pre-Owned
Ashley White	NC	2014	1FA6P0HD9E5359571	10/10/23	NC	\$8,147.00	Purchased Pre-Owned
Ashton Strickland	NC	2015	1FA6P0G73F5123253	2/12/23	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Audra Rice	NY	2019	3FA6P0G73KR279980	2/21/20	NC	\$23,992.16	Purchased New
Aundrey Loftin	NC	2016	1FA6P0HD1G5115920	1/31/2022	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barbara Steele	NC	2013	3FA6P0HR8DR317495	4/3/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barbie Cutrell	NC	2012	3FAHP0JA3CR353218	11/14/15	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barry Arita	NC	2011	3fahp0kc3br137576	11/1/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barry Holt	NC	2013	3fa6p0hr0dr266218	10/20/23	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Beverly Coleman	NC	2014	1FA6P0H74E5391659	11/20/2019	NC	\$3,500.00	Purchased Pre-Owned
Billie Peterson	NC	2016	3FA6P0HD1GR237366	10/3/16	NC	\$23,000.00	Purchased Pre-Owned
Billy Cotner	NC	2010	3FAHP0HA0AR121128	Aug 14, 2023	NC	\$1,000.00	Purchased Pre-Owned
Braden McCoury	NC	2015	3FA6P0G73FR178525	5/26/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandi & Christerpher Neal	VA	2019	3FA6P0D94KR137885	7/30/22	NC	\$31,654.99	Purchased Pre-Owned
Brandon Beasley	NC	2014	1FA6P0HD4E5378805	1/15/23	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carolyn Harris	NC	2013	3FA6P0H76DR195945	1/1/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cesar Perez	CA	2013	3FA6P0HR6DR161408	12/10/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christian Snuggs	NC	2015	3FA6P0HD4FR211083	1/25/23	NC	\$12,568.00	Leased Pre-Owned
Christina Brown	NC	2018	3fa6p0g73jr216621	3/18/21	NC	\$15,870.01	Purchased Pre-Owned
Christopher Hampton	NC	2017	3FA6P0HD9HR112116	Jun 15, 2017	NC	\$31,099.24	Purchased Pre-Owned
Corvesea Graham	NC	2015	3fa6p0h79fr288137	5/2/19	NC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Crystal Brooks	NC	2017	3FA6P0HD9HR113136	2/21/2018	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dahu Pickett	NC	2012	3FAHP0HA7CR191129	9/22/23	NC	\$5,000.00	Purchased Pre-Owned
Damara Perry	NC	2012	3FAHP0JG4CR174108	2/22/2021	NC	\$4,935.75	Purchased Pre-Owned
Daniel Flores	NC	2014	3FA6P0K94ER101220	3/15/19	NC	\$13,998.00	Purchased Pre-Owned
Danny Bittle (1)	NC	2016	3FA6P0HD8GR307770	2/15/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Danny Bittle (2)	NC	2016	1FA6P0HD3G5119550	3/15/2020	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Daveon Carter	NC	2015	3FA6P0H78FR241701	2/22/2022	NC	\$11,500.00	Leased Pre-Owned
David Simmons	NC	2011	3FAHP0HA5BR103838	3/12/21	NC	\$2,200.00	Purchased Pre-Owned
Desire Turner	GA	2010	3FAHP0HA9AR263381	4/9/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diamond Ford	NC	2010	3FAHP0HA8AR135732	2/12/23	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dianne Mullins Poteat	NC	2019	3fa6p0g77kr280422	3/6/2021	NC	\$14,500.00	Purchased Pre-Owned
Don Cattoni	NC	2012	3FAHP0JA9CR254371	10/1/12	NC	\$24,000.00	Purchased New
Doug Robinson	NC	2020	3FA6P0HD3LR156332	11/18/2023	NC	\$14,995.00	Purchased Pre-Owned
Ebonee Burnette	NC	2017	3FA6P0HD9HR111791	8/15/19	NC	\$16,392.87	Purchased Pre-Owned
Elizabeth Baird	NC	2014	3FA6P0K97ER259163	Jun 22, 2015	NC	\$29,263.00	Purchased Pre-Owned
Eric Byers	NC	2013	3FA6P0H79DR364212	11/13/21	NC	\$10,000.00	Purchased Pre-Owned
Ernest Meeks	NC	2010	3FAHP0HA7AR307653	6/15/12	NC	\$17,000.00	Purchased Pre-Owned
Forrest Harrell	NC	2013	3FA6P0H73DR110396	6/15/17	NC	\$12,000.00	Purchased Pre-Owned
Franklin Tate	NC	2014	3FA6P0HD8ER142011	10/15/2019	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Frederick Crooms	NC	2013	3FA6P0H79DR312420	12/29/2022	NC	\$16,000.00	Purchased Pre-Owned
Glorine Carlos	NC	2013	3FA6P0D94DR336373	10/4/21	NC	\$18,000.00	Purchased Pre-Owned
Isiah Brown	SC	2013	3FA6P0K91DR289094	7/15/15	NC	\$32,000.00	Purchased Pre-Owned
Jeannie Lathrop	NC	2011	3FAHP0JG2BR308239	12/13/2019	NC	\$6,500.00	Purchased Pre-Owned
Jenkins Chandra	NC	2011	3fahp0ja3br140638	5/20/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessie Newman	NC	2010	3FAHP0HG6AR411829	9/5/12	NC	\$18,000.00	Purchased Pre-Owned
John Dziadosz	NC	2014	1FA6P0H7XE5357032	3/15/18	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Noonan	NC	2013	3FA6P0H70DR152038	6/1/13	NC	\$13,207.94	Purchased Pre-Owned
Johnny & Cecelia Jefferson	NC	2010	3FAHP0HG5AR216031	May 17, 2010	NC	\$15,000.00	Purchased New
Johnny & Nora Dunn	NC	2013	3FA6P0HR8DR217851	8/25/20	NC	\$8,500.00	Purchased Pre-Owned
Jonathan Russell	NC	2015	1FA6P0H78F5102977	Apr 15, 2016	NC	\$22,790.13	Purchased Pre-Owned
Joseph Mcdonald	NC	2017	3FA6P0HD2HR249740	2/26/20	NC	\$15,000.00	Purchased Pre-Owned
Joyce Fowler	NC	2012	3FAHP0HA3CR299733	8/21/2021	NC	\$8,500.00	Purchased Pre-Owned
Juanita Eaton	NC	2014	3FA6P0H76ER349684	6/14/14	NC	See MSRP, <i>Supra</i>	Purchased New
Juanzia S Dewalt	NC	2017	3FA6P0G79HR392096	9/4/17	NC	\$22,110.58	Purchased New
Julie Givens	NC	2010	3fahp0ha1ar209475	3/20/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kanisha Thomas	NC	2019	3FA6P0HD3KR152179	9/25/21	NC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Kathy & Jamiyah Roundtree	NC	2018	3FA6P0H70JR203050	8/15/22	NC	\$22,376.89	Purchased Pre-Owned
Kerry Doerrmann	NC	2014	3FA6P0H79ER349369	8/1/14	NC	\$25,000.00	Purchased New
Kevin Talley	NC	2015	3FA6P0K94FR267660	Jan 28, 2023	NC	\$22,000.00	Purchased Pre-Owned
Kristine Carter	NC	2012	3fahp0ha0cr366997	07/01/2021	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lashandra Humphrey	NC	2017	3FA6P0HD0HR397160	10/21/22	NC	\$18,000.00	Purchased Pre-Owned
Lasonryia Green	NC	2020	3FA6P0CD2LR178023	8/29/23	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latonya Hammond	NC	2016	3fa6p0h70gr261586	3/3/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Laura Alford	NC	2016	3FA6P0G72GR272428	4/15/21	NC	\$9,476.00	Purchased Pre-Owned

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Laveta Pickett	NC	2015	1FA6P0H75F5129277	12/1/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lewana Moore	NC	2013	3FA6P0G73DR373411	12/1/20	NC	\$3,700.00	Purchased Pre-Owned
Linda Anchi Centeno Murrillo	NC	2015	3FA6P0HD2FR274313	10/29/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Linda Christine Stephenson	NC	2012	3FAHP0JGXCR102717	3/1/19	NC	\$7,000.00	Purchased Pre-Owned
Linda Taft	NC	2016	3FA6P0H76GR337019	SEPT 2016	NC	\$28,135.00	Purchased New
Logan Yarberry	OH	2020	3FA6P0HD5LR229765	11/8/2021	NC	\$25,000.00	Purchased New
Mahiyah Richardson	NC	2016	3FA6P0HD5GR138968	2/14/23	NC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Marlo Moore	NC	2019	3FA6P0H79KR209849	2/13/21	NC	\$17,000.00	Purchased Pre-Owned
Megan Harlas	NC	2012	3fahp0ja1cr167466	1/3/2022	NC	\$19,000.00	Leased Pre-Owned
Melissa Collins	NC	2016	3FA6P0H92GR344163	11/15/18	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Melody Smith	NC	2013	3fa6p0hr8dr361657	1/6/20	NC	\$12,149.00	Purchased Pre-Owned
Nakeidra Wactor	NC	2014	3FA6P0K92ER258924	2/28/2019	NC	\$12,000.00	Purchased Pre-Owned
Natasha Ballard	NC	2011	3FAHP0HA8BR209071	5/7/1	NC	\$15,000.00	Purchased Pre-Owned
Nicole Haapapuro	NC	2014	3FA6P0HD8ER239256	6/1/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nidia Williams	NC	2016	1FA6P0G78G5109477	11/12/21	NC	\$22,307.25	Leased Pre-Owned
Ophelia Gibbs	NC	2017	3FA6P0HD5HR302401	10/20/17	NC	See MSRP, <i>Supra</i>	Purchased New
Patricia Bray	NC	2011	3FAHP0HAXBR137144	Jun 6, 2021	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patricia Harrell & Sherri Parker	NC	2017	3FA6P0H72HR338539	10/12/21	NC	\$21,346.07	Purchased Pre-Owned
Phillip McCloud	NC	2014	3FA6P0HD3ER311397	2/2/21	NC	\$10,000.00	Purchased Pre-Owned
Phillip Vlach	NC	2016	3FA6P0G71GR296753	Oct 15, 2016	NC	\$22,985.00	Purchased New
Quacey McFadden	NC	2013	3fa6p0h76dr195217	04/01/2019	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ranada Tisdale	VA	2016	3fa6p0g7xgr324341	10/28/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rebecca Denny	NC	2020	3FA6P0HD1LR143403	4/9/20	NC	\$34,000.00	Purchased New
Robert Keller	NC	2012	3FAHP0CG8CR167045	1/1/14	NC	\$17,000.00	Purchased Pre-Owned
Robert Wright	NC	2013	3FA6P0H71DR195741	5/8/23	NC	\$8,500.00	Purchased Pre-Owned
Roblyn Moore	NC	2017	3FA6P0T91HR106944	8/19/19	NC	\$28,000.00	Purchased Pre-Owned
Rodney Easterling	NC	2015	1FA6P0H70F5110037	2/9/18	NC	\$21,000.00	Purchased Pre-Owned
Ryan Labbe	NC	2020	3FA6P0D92LR175827	2/4/23	NC	\$34,000.00	Purchased Pre-Owned
Sandra Morton	NC	2013	3FA6P0HR5DR231447	11/13/20	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sandy Fuller	NC	2015	3FA6P0G77GR375487	1/12/21	NC	\$16,000.00	Purchased Pre-Owned
Scalarett Verdell	NC	2010	3FAHP0HA1AR208326	1/25/21	NC	\$3,500.00	Purchased Pre-Owned
Seathen Miller	SC	2019	3FA6P0HD9KR246017	4/15/2019	NC	\$30,000.00	Purchased New
Shameka Scott	NC	2019	3FA6P0G74KR192959	03/2019	NC	See MSRP, <i>Supra</i>	Purchased New
Shamika Robinson	NC	2017	3FA6P0HD5HR334930	Dec 15, 2020	NC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shaquania Clemons	NC	2016	3FA6P0K96GR179369	8/17/17	NC	\$25,000.00	Purchased Pre-Owned
Sharmaine Joyce	NC	2013	3FA6P0HR3DR308655	8/27/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sheila Gibson	NC	2011	3FAHP0JG4BR287247	12/17/15	NC	\$12,500.00	Purchased Pre-Owned
Steve Spriggs & Sharon W. Hall	VA	2017	3FA6P0HD7HR304134	Aug 2016	NC	See MSRP, <i>Supra</i>	Purchased New



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Sylvester Daniels	NC	2015	3FA6P0H78FR134616	2/10/2022	NC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Tammy Fulcher	NC	2014	3fa6p0h74er251656	9/25/14	NC	\$28,543.78	Purchased New
Tawanda Richardson	NC	2013	3FA6P0HR5DR158547	11/14/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Teresa Jones	NC	2013	3FA6P0H78DR244918	4/30/16	NC	\$20,000.00	Purchased Pre-Owned
Terri Bradley	NC	2013	3FA6P0H78DR237483	12/7/15	NC	\$13,675.15	Purchased Pre-Owned
Terry Gilliard	NC	2014	1FA6P0HD9E5378816	6/14/19	NC	\$14,897.03	Purchased Pre-Owned
Thomas Christenbury	NC	2017	3FA6P0HD7HR251290	6/9/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Thomas Willis	NC	2015	3fa6p0h95fr269599	1/22/19	NC	\$15,000.00	Purchased Pre-Owned
Tomarce Hunt	SC	2017	3FA6P0HDXHR391818	11/18/19	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tonya Glenn (2)	NC	2012	3FAHP0JAXBR277852	Oct 15, 2022	NC	\$22,975.00	Purchased New
Tonya McInnis	NC	2014	3FA6P0H97ER381917	11/7/15	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tracey Gowens Jr	NC	2017	3FA6P0H79HR254900	4/20/21	NC	\$3,000.00	Purchased Pre-Owned
Trina Chatman	NC	2016	3FA6P0G78GR227333	3/1/20	NC	\$8,995.00	Purchased Pre-Owned
Valencia Wright	NC	2018	3FA6P0HD5JR193086	4/2/2018	NC	\$28,995.36	Purchased New
Walter Hamilton	NC	2015	3FA6P0HD5FR303366	9/5/18	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Waymon Smith	CT	2012	3FAHP0JG5CR196733	10/28/19	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Whitney Renee Smithson	NC	2010	3FAHP0JA2AR185794	8/25/22	NC	\$3,100.00	Purchased Pre-Owned
William Stafford	NC	2012	3FAHP0HA2CR378911	6/7/23	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Yolanda Taylor	NC	2017	3FA6P0H78HR396378	9/3/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Darlene Ruth Hare	ND	2013	3FA6P0HRXDR260894	6/20/12	ND	\$20,000.00	Purchased New
Jill Gainor & Alix Larsen	ND	2014	3FA6P0H92ER268828	12/18/2020	ND	\$8,000.00	Purchased Pre-Owned
Ron Wentz	ND	2011	3FAHP0HA2BR269153	6/20/17	ND	\$7,250.00	Purchased Pre-Owned
Steven Losing (2)	ND	2011	3FAHP0JA8BR331889	8/7/2017	ND	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher Gronenthal	NE	2016	3FA6P0HD0GR389753	3/16/23	NE	\$3,900.00	Purchased Pre-Owned
Destiny Craig	NE	2010	3FAHP0JG0AR190738	6/17/20	NE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Chalk	NE	2012	3FAHP0HA3CR164011	6/24/19	NE	\$6,200.00	Purchased Pre-Owned
Jared Sears	NE	2010	3fahp0ha4ar290942	Jul 17, 2019	NE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jarod Karmann	NE	2013	3FA6P0HR1DR250366	9/15/17	NE	\$9,750.00	Purchased Pre-Owned
Lilly Pfeifer	NE	2014	1FADP3N23EL174326	4/19/23	NE	\$6,500.00	Purchased Pre-Owned
Michael Williams	NE	2019	3FA6P0HD7KR172001	6/1/19	NE	See MSRP, <i>Supra</i>	Purchased New
Nicklaus Foster	NE	2013	3FA6P0H77DR227009	6/23/23	NE	\$5,000.00	Purchased Pre-Owned
Shane Wiley	NE	2019	3FA6P0G77KR172012	5/17/19	NE	\$20,000.00	Purchased New
Steven Svendsen	IA	2012	3FAHP0GA4CR449995	11/4/22	NE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Walter Zepeda	NE	2010	3FAHP0JG0AR237993	4/20/10	NE	\$26,000.00	Purchased New
Bob Pinette	NH	2016	3FA6P0H75GR236652	04/20/2019	NH	\$17,999.00	Purchased Pre-Owned
Jeffery Prior	NH	2012	3FAHP0HA2CR370260	11/7/22	NH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonathan Lucy	NH	2012	3FAHP0HAXCR215455	9/27/18	NH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenneth Schofield	NC	2017	3fa6p0t9xhr153213	02/01/2017	NH	See MSRP, <i>Supra</i>	Purchased New

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Michael Cornelissen	FL	2012	3FAHP0CG8CR347433	Jun 13, 2012	NH	See MSRP, <i>Supra</i>	Leased New
Robert Winslow	NH	2013	3FA6P0K93DR136541	8/1/20	NH	\$15,000.00	Purchased Pre-Owned
Susan DeLuca	NH	2016	3FA6P0T99GR209253	Feb 28, 2018	NH	\$25,000.00	Purchased New
Vincent Barauskas	NH	2011	3FAHP0JA1BR151217	7/31/23	NH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Adele Sims	NJ	2018	3FA6P0H79JR189875	9/10/18	NJ	See MSRP, <i>Supra</i>	Purchased New
Asha Melvin	NJ	2016	3FA6P0HD7GR108449	9/24/19	NJ	See MSRP, <i>Supra</i>	Leased Pre-Owned
Chris Petronzi	NJ	2011	3FAHP0HGXHR277540	7/24/22	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher Walsh	NJ	2016	3fa6p0d90gr309966	4/30/2019	NJ	\$23,000.00	Purchased Pre-Owned
Devyn Demczyszyn	NJ	2018	3FA6P0H75JR189758	12/16/2022	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eloy Coca	NJ	2014	3FA6P0H72ER394850	3/20/15	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eric McGuire	NY	2011	3FAHP0HA9BR177201	9/20/21	NJ	\$500.00	Purchased Pre-Owned
Francisco Garateix	NJ	2013	3FA6P0HR9DR369248	1/8/21	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gerard DeBoey	NJ	2017	3FA6P0T91HR196127	5/13/18	NJ	\$19,155.46	Purchased Pre-Owned
Harold Young	PA	2010	3FAHP0CG6AR235582	7/20/17	NJ	\$8,995.00	Purchased Pre-Owned
James Scott Dawson	NJ	2016	3FA6P0H73GR402280	8/20/19	NJ	See MSRP, <i>Supra</i>	Leased Pre-Owned
Jeffry Gutierrez	NJ	2014	3FA6P0HD9ER262206	7/15/15	NJ	\$38,000.00	Purchased Pre-Owned
John Scott	NJ	2010	3FAHP0JG7AR273910	3/16/19	NJ	\$7,000.00	Purchased Pre-Owned
Jonathan Seip	PA	2013	3fa6p0d90dr210754	11/2/2016	NJ	\$26,000.00	Purchased Pre-Owned
Julissa Sargo	NJ	2014	3FA6P0D90ER238314	12/16/16	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kyle Moore	NJ	2014	3fa6p0h78er106099	3/1/2014	NJ	\$23,500.00	Purchased New
Lucille McDonough	NY	2012	3fahp0ha8cr358422	October 1 2016	NJ	\$9,000.00	Purchased Pre-Owned
Michael Zink	NJ	2016	3FA6P0HDXGR138822	6/12/2015	NJ	See MSRP, <i>Supra</i>	Purchased New
Mike Fillman	NJ	2011	3fahp0ha5br280289	2/20/13	NJ	\$21,000.00	Purchased Pre-Owned
Paul Delguercio	NJ	2016	1FA6P0G7XG5117368	5/5/17	NJ	\$23,900.00	Purchased New
Richard Demczyszyn	NJ	2017	3FA6P0H7XHR390811	7/19/17	NJ	See MSRP, <i>Supra</i>	Purchased New
Robert Hewitt DBA Ameri-Car & T NJ		2017	3FA6P0G7XHR338841	6/22/2023	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Hewitt DBA Ameri-Car & T NJ		2017	3FA6P0G70HR319554	6/26/2023	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Hewitt DBA Ameri-Car & T NJ		2017	3FA6P0H73HR383411	6/27/2023	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Hewitt DBA Ameri-Car & T NJ		2019	3FA6P0G78KR279330	6/22/2023	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Hewitt DBA Ameri-Car & T NJ		2017	3FA6P0G73HR390263	6/22/2023	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rosa Deoliveira	NJ	2016	3FA6P0K98GR236915	12/20/16	NJ	\$35,500.00	Purchased New
Saul Roquemore III	TX	2014	3FA6P0HD2ER139914	10/7/17	NJ	\$31,490.00	Purchased Pre-Owned
Shaneria Harris	NJ	2018	3FA6P0H79JR174325	4/10/21	NJ	See MSRP, <i>Supra</i>	Leased Pre-Owned
Shawn Mcknight	PA	2015	3FA6P0H75FR188150	10/31/17	NJ	\$21,699.00	Purchased Pre-Owned
Tammy & Gary Hanakis	NJ	2016	3fa6p0hd5gr109003	4/1/2016	NJ	See MSRP, <i>Supra</i>	Purchased New
Tara Henderson	VA	2012	3FAHP0HA3CR134183	8/3/2021	NJ	\$25,000.00	Purchased Pre-Owned
Theresa Pisano	NJ	2015	3FA6P0D95FR122477	9/12/14	NJ	\$32,000.00	Purchased New
Triin Salm-Angelino	NJ	2016	3FA6P0H75GR126488	9/22/2017	NJ	\$23,000.00	Purchased Pre-Owned

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William Kevin Conley	NJ	2012	3FAHP0DC7CR251143	1/15/2014	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Alicia Lopez	NM	2016	3FA6P0T95GR203126	3/1/2021	NM	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andres Gallegos	NM	2017	3fa6p0hd9hr247242	5/29/17	NM	\$28,000.00	Purchased New
Angela Flores	NM	2016	3FA6P0H73GR206436	10/1/15	NM	\$27,500.00	Purchased New
Armondo Kaye	NM	2013	3FA6P0H79DR344798	2/17/18	NM	\$17,000.00	Purchased Pre-Owned
Brandon Navarrete	AR	2016	3fa6p0hd3gr235330	9/28/22	NM	\$7,600.00	Purchased Pre-Owned
Charma Tyler	NM	2018	3FA6P0HD0JR167205	11/21/21	NM	\$20,411.05	Leased Pre-Owned
Chris Singh	NM	2017	3FA6P0K99HR146867	9/29/17	NM	See MSRP, <i>Supra</i>	Purchased New
George Archibeque	NM	2019	3fa6p0g79kr172979	6/15/19	NM	\$21,882.35	Purchased New
JoJo Begay (2)	NM	2013	3FA6P0HR1DR370975	10/14/21	NM	\$13,000.00	Purchased Pre-Owned
Juliette Rubi	NM	2016	3FA6P0HD7GR361075	4/25/17	NM	\$19,170.41	Purchased Pre-Owned
Linda Buckingham	NM	2018	3FA6P0D93JR123958	3/21/21	NM	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marcus Begay	AZ	2017	3FA6P0T91HR248193	2/9/21	NM	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marea Jaouni	NM	2019	3FA6P0G7XKR177527	5/19/20	NM	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michelle Davis	NM	2014	3FA6P0HD5ER129104	11/14/14	NM	See MSRP, <i>Supra</i>	Purchased New
Paul Ferguson	CO	2014	3FA6P0H93ER292071	Aug 7, 2020	NM	\$17,500.00	Purchased Pre-Owned
Shannon & Raymond Butler	NM	2018	3FA6P0H76JR262944	6/15/22	NM	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tiffany Garcia	NM	2012	3FAHP0HA5CR306942	10/3/14	NM	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Toby Browning Jr.	NM	2016	3fa6p0h74gr146540	Apr 1, 2022	NM	\$22,000.00	Purchased Pre-Owned
Wilbur Tso	NM	2017	3FA6P0H76HR398503	3/18/2021	NM	See MSRP, <i>Supra</i>	Leased Pre-Owned
Andrew Cash (3)	NV	2020	3FA6P0HDXL199274	8/18/2023	NV	\$22,000.00	Purchased Pre-Owned
Antonio Peters	NV	2018	3FA6P0HD6JR224734	9/23/22	NV	\$19,351.00	Purchased Pre-Owned
Brandon Porter Haufle	NV	2020	3fa6p0g76lr189692	12/7/23	NV	\$25,000.00	Purchased Pre-Owned
Charna Elder	NV	2012	3FAHP0JA5CR366939	5/11/20	NV	\$12,000.00	Purchased Pre-Owned
David Monachino	NV	2016	3fa6p0h79gr177881	3/10/2015	NV	See MSRP, <i>Supra</i>	Purchased New
Deanna Winchell	AR	2018	3FA6P0H72JR104570	2/27/23	NV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ernest Grasty	TX	2012	3FAHP0JA7CR206142	7/20/16	NV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jacquelin A. & Robert H. Brennan	NV	2016	3FA6P0HD3GR366841	8/16/16	NV	See MSRP, <i>Supra</i>	Purchased New
Jamal Robertson	NV	2013	3FA6P0K96DR209031	10/27/20	NV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
JC Johnson	NV	2018	3FA6P0G76JR196817	9/18/18	NV	\$24,500.00	Purchased New
John Mikashus & Brandy Kantone	AZ	2017	3FA6P0H91HR141900	12/29/2021	NV	\$22,000.00	Purchased Pre-Owned
Jordon Bell	NV	2014	3FA6P0HD6ER298905	10/15/23	NV	\$10,000.00	Purchased Pre-Owned
Lee Harrop	NV	2016	3FA6P0HD2GR360335	4/16/2022	NV	\$24,814.25	Purchased Pre-Owned
Michaela Nuestro	CA	2017	3FA6P0HD2HR322377	5/31/17	NV	\$27,193.80	Purchased New
Paul Driscoll	PA	2011	3FAHP0GA1CR119361	3/15/2012	NV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shane Byrne	NV	2012	3FAHP0HA8CR151304	2/28/23	NV	\$12,000.00	Purchased Pre-Owned
Sindy Montoya	NV	2011	3FAHP0HA2BR140653	9/28/18	NV	\$22,289.80	Purchased Pre-Owned
Tara Porter	CA	2015	3FA6P0H79FR238919	7/1/16	NV	\$25,000.00	Purchased Pre-Owned

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Taylor Brown	CA	2014	3FA6P0G77ER179756	7/1/2016	NV	\$16,000.00	Purchased Pre-Owned
Tyrone Tucker	NV	2014	3FA6P0HD3ER241884	2/15/23	NV	\$15,000.00	Purchased Pre-Owned
William Moats	NV	2016	3FA6P0H75GR356080	12/1/18	NV	\$18,000.00	Purchased Pre-Owned
Alexondra Milligan	NY	2011	3FAHP0JG0BR157238	9/9/20	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amber Vachon	NY	2012	3FAHP0HA9CR253288	10/1/2020	NY	\$12,000.00	Purchased Pre-Owned
Andrea Baptiste	NY	2014	3FA6P0UU3ER181482	Jan 16, 2015	NY	\$24,000.00	Purchased New
Andrell Young	NY	2012	3FAHP0HA2CR155249	3/12/15	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
April Stevenson	NY	2017	3FA6P0HD1HR176554	1/9/20	NY	\$14,500.00	Purchased Pre-Owned
Arthur Williams	NY	2014	3FA6P0H79ER105981	Nov 12, 2016	NY	\$17,500.00	Purchased Pre-Owned
Ashlie Fortier	NY	2015	3FA6P0K97FR101066	1/2/2018	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Austin Stone	NY	2014	3FA6P0HD9ER206685	8/1/22	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bianca and Thomas Nani	FL	2017	3fa6p0hd1hr188879	1/27/20	NY	\$17,500.00	Purchased Pre-Owned
Chara Robinson	NY	2012	3fahp0hg6cr156828	3/3/23	NY	\$5,300.00	Purchased Pre-Owned
Chrishaun Jenkins	NJ	2019	3FA6P0T94KR185761	2/5/22	NY	\$21,000.00	Purchased Pre-Owned
Cody Lutchmansingh	NY	2015	3FA6P0G7XFR288102	1/5/23	NY	\$15,167.84	Leased Pre-Owned
Daniel Arp	NY	2017	3FA6P0HD5HR327671	7/12/19	NY	\$21,000.00	Purchased Pre-Owned
Daniel Flick	NY	2012	3FAHP0CG5CR145505	12/10/16	NY	\$16415.98	Purchased Pre-Owned
Darren Grant	NY	2010	3FAHP0HA7AR158600	2/6/21	NY	\$14,000.00	Purchased Pre-Owned
Dennis Pitt	NY	2012	3FAHP0HA6CR200466	3/15/17	NY	\$10,500.00	Purchased Pre-Owned
Devon Mickle	NY	2016	1fa6p0hd1g5107333	1/18/2022	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diane Thomas	MO	2012	3FAHP0GA6CR134292	6/14/13	NY	\$12,000.00	Purchased Pre-Owned
Donna Loos	NY	2016	3FA6P0K90GR158470	10/2/19	NY	\$16,000.00	Purchased Pre-Owned
Elaine Smith	NY	2010	3FAHP0HA5AR261059	2/1/2020	NY	\$5,000.00	Purchased Pre-Owned
Eldin Kovacic	NY	2015	1FA6P0HDXF5120385	7/7/22	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eligio Ferrer	NY	2017	3FA6P0HDXHR249405	10/17/17	NY	\$36,291.36	Purchased New
Eric Chaffee	NY	2011	3FAHP0HA8BR195351	Sep 30, 2019	NY	\$6,000.00	Purchased Pre-Owned
Francesco Scaduto	NY	2013	3FA6P0H79DR104814	12/19/19	NY	\$4,000.00	Purchased Pre-Owned
Frederick Petersen	NY	2014	3FA6P0D96ER183321	April 2018	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gavin Connors	NY	2010	3FAHP0CG7AR251998	5/14/23	NY	\$6,150.00	Purchased Pre-Owned
Grace Cataldo	NY	2011	3FAHP0CG7BR151367	10/12/10	NY	\$30,000.00	Purchased New
Jackie Granger	NY	2013	3FA6P0HRXDR218242	8/23/21	NY	\$12,450.00	Purchased Pre-Owned
James Pratt	NY	2010	3FAHP0JG0AR168142	6/6/19	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Pratt (2)	NY	2016	3FA6P0T98GR325348	3/1/2019	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jason Ramos Montanez	TX	2011	3FAHP0HA0BR216919	1/12/22	NY	\$4,009	Purchased Pre-Owned
Jim Jozwiak	NY	2014	1FA6P0H76E5401642	Oct 1, 2015	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Jaconi	NY	2010	3fahp0ha2ar201305	11/20/12	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jose Burgos	NY	2016	3FA6P0H72GR379588	5/1/20	NY	\$18,000.00	Purchased Pre-Owned
Jose J Rodriguez	NY	2015	3FA6P0H75FR262389	11/15/21	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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Joseph Velez	NY	2016	1FA6P0HD3G5101162	Mar 23, 2021	NY	\$7,500.00	Purchased Pre-Owned
Jusella Sheffield	NY	2016	3FA6P0K96GR158456	dec 2016	NY	\$30,000.00	Purchased Pre-Owned
Karen Steverson	NC	2010	3FAHP0HA8AR205150	Jun 30, 2014	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kathleen Murphy	NY	2014	3FA6P0HD0ER100867	6/18/2016	NY	\$17,000.00	Purchased Pre-Owned
Kelsey Blackwell & Michelle Mitchell	NY	2013	3FA6P0H7XDR275670	4/25/16	NY	\$14,999.00	Purchased Pre-Owned
Kevin Rider	NY	2014	3fa6p0g77er347833	3/8/23	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lacie Arp	NY	2015	3FA6P0D96FR122164	4/1/2019	NY	\$23,000.00	Purchased Pre-Owned
Larissa Beattie	TN	2016	3FA6P0G72GR170966	11/16/20	NY	\$10,995.00	Purchased Pre-Owned
LaToya Butler	NY	2010	3FAHP0HA4AR184099	10/20/18	NY	\$12,000.00	Purchased Pre-Owned
Laurie & George Robinson	NY	2013	3FA6P0HR4DR130206	2/8/2023	NY	\$14,000.00	Purchased Pre-Owned
Linda Zehr	NY	2013	3FA6P0HR6DR224622	6/10/22	NY	\$5,000.00	Purchased Pre-Owned
Mackenzie Rutledge	NY	2012	3FAHP0HGXCR346325	5/16/22	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maxwell Herrington	NY	2017	3FA6P0HD9HR174096	8/4/21	NY	\$22,191.00	Purchased Pre-Owned
Melanie Villar	NY	2015	1FA6P0H73F5111246	1/26/15	NY	See MSRP, <i>Supra</i>	Purchased New
Melissa Jasinski	PA	2017	3FA6P0HD3HR232302	4/20/2020	NY	\$15,000.00	Purchased Pre-Owned
Michael Bagshaw	NY	2012	3FAHP0HA9CR164546	10/16/20	NY	\$7,500.00	Purchased Pre-Owned
Michael Molanare	NY	2012	3FAHP0CG6CR234533	7/9/19	NY	\$24,000.00	Purchased Pre-Owned
Paul Dyer	FL	2011	3FAHP0CG7BR194235	11/12/16	NY	\$13,000.00	Purchased Pre-Owned
Phoebe Ronk	NY	2012	3FAHP0JG2CR421786	9/10/21	NY	\$14,000.00	Purchased Pre-Owned
Raymond Tinao	NY	2015	1FA6P0HD2F5125497	Jul 3, 2015	NY	\$18,500.00	Purchased Pre-Owned
Regina Wells	NY	2018	3FA6P0H79JR113959	Mar 30, 2021	NY	\$30,000.00	Purchased Pre-Owned
Richard Dazzo	AZ	2014	3FA6P0H72ER385324	Oct 14, 2014	NY	\$28,000.00	Purchased New
Robert Grubbs	NY	2014	3fa6p0h71er117705	9/1/20	NY	See MSRP, <i>Supra</i>	Purchased New
Robert Santiago	NY	2017	3FA6P0HD1HR173895	6/25/2021	NY	\$24,000.00	Purchased Pre-Owned
Robert Torres	NY	2016	3FA6P0H71GR234834	4/2/19	NY	\$12,500.00	Purchased Pre-Owned
Sarah Hall	NY	2016	1FA6P0H75G5113517	2/12/19	NY	\$16,403.89	Purchased Pre-Owned
Sarah Pointer	NY	2010	3FAHP0GA6AR430832	1/11/23	NY	\$11,290.52	Purchased Pre-Owned
Scott Prestopino	NY	2012	3FAHP0CG2CR280067	3/10/15	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sonja Auls	NY	2014	3fa6p0h70er140859	3/319	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sprina Gilliam	NY	2015	3FA6P0H73FR286495	3/10/21	NY	\$10,985.00	Purchased Pre-Owned
Stephanie Campanile	NJ	2011	3FAHP0HG5BR322495	1/1/24	NY	\$2,700.00	Purchased Pre-Owned
Tasha Richardson	NC	2016	3FA6P0HD5GR149338	3/19/2018	NY	See MSRP, <i>Supra</i>	Leased Pre-Owned
Thomas Hotaling	NY	2015	3fa6p0h76fr152869	12/14/19	NY	\$15,000.00	Purchased Pre-Owned
Timothy King	NY	2018	3fa6p0h79jr107966	6/11/2018	NY	\$32,000.00	Purchased New
Aaronte Addison-Boyd	OH	2015	3FA6P0HD5FR277786	3/6/2022	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ales Ficko	OH	2017	3fa6p0hd5hr334829	4/12/23	OH	\$17,751.00	Purchased Pre-Owned
Alex Semon	OH	2014	1fa6p0g74e5401706	6/11/16	OH	\$14,000.00	Purchased Pre-Owned
Alicia Ramos	OH	2016	3fa6p0k91gr158462	8/26/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Alison Batalion	OH	2013	3FA6P0H71DR124328	Oct 5, 2022	OH	\$13,138.22	Leased Pre-Owned
Allen Peoples	OH	2014	3FA6P0H79ER343863	3/15/23	OH	\$7,200.00	Leased Pre-Owned
Alysha DiLuzio	OH	2017	3FA6P0HD6HR364972	Mar 2, 2020	OH	\$19,000.00	Leased Pre-Owned
Amber Catterson	OH	2016	3fa6p0h75gr116544	3/2/23	OH	\$14,295.00	Purchased Pre-Owned
Amber Evans	OH	2014	3FA6P0HD5ER288561	9/21/2016	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amber Schindler	OH	2016	3FA6P0H74GR131987	3/1/22	OH	\$3,000.00	Purchased Pre-Owned
Amy Cunningham	OH	2014	3FA6P0H72ER253762	5/12/14	OH	See MSRP, <i>Supra</i>	Purchased New
Amy Tressler	OH	2016	1FA6P0HD6G5112107	7/16/22	OH	\$16,900.00	Purchased Pre-Owned
Amyiah Kaufman	OH	2016	3FA6P0K96HR213327	12/20/18	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andra Williamson	OH	2017	3FA6P0HD3HR139019	11/17/20	OH	\$14,000.00	Leased Pre-Owned
Angel Corns	OH	2013	3FA6P0K93DR130139	4/11/23	OH	\$14,128.11	Purchased Pre-Owned
Angel Rodriguez	OH	2012	3FAHP0JA0CR221341	5/18/20	OH	\$4,500	Purchased Pre-Owned
Angela Fuller	OH	2014	3FA6P0H93ER108828	Jul 11, 2017	OH	\$22,000.00	Leased Pre-Owned
Angela Volkmar	OH	2010	3FAHP0JG0AR227061	5/10/21	OH	\$3,000.00	Purchased Pre-Owned
Ariss Matlock	OH	2013	3FA6P0HR2DR182577	3/10/2023	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Arthur Molose	OH	2018	3FA6P0H75JR135814	5/13/23	OH	\$21,500.00	Purchased Pre-Owned
Ashley Ryan	OH	2011	3FAHP0HAXBR224171	4/11/21	OH	\$20,000.00	Purchased Pre-Owned
Autumn Shirley	OH	2012	3FAHP0JA2CR354294	3/16/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Benjamin Milliron (1)	OH	2013	3FA6P0RU1DR376908	12/3/21	OH	\$15,483.33	Purchased Pre-Owned
Bertha Green	OH	2012	3fahp0hg8cr110319	5/26/12	OH	\$21,000.00	Purchased Pre-Owned
Betty Bailey	OH	2012	3FAHP0HG4CR188807	July 2023	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bradley Bird	OH	2013	3FA6P0G73DR189943	3/30/22	OH	\$24,000.00	Purchased Pre-Owned
Brian Baker	OH	2012	3FAHP0JA5CR161718	9/12/2022	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Caleb Miller	OH	2013	3FA6P0H91DR320741	3/15/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carl Perkins	OH	2011	3FAHP0HGOBR293231	9/2/23	OH	\$26,000.00	Purchased Pre-Owned
Carri Stephens	OH	2018	3FA6P0HD4JR185190	12/18/18	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
Chanelle Davis	OH	2010	3FAHP0HAXAR146411	9/23/21	OH	\$12,899.00	Purchased Pre-Owned
Charkiera Hudson	OH	2016	3FA6P0H74GR342400	10/25/2019	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Desgrange	OH	2010	3FAHP0JG6AR383332	11/5/11	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Mcvey	OH	2010	3FAHP0GAXAR281938	3/11/2022	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chelsie Van Norstran	OH	2012	3FAHP0JG9CR431778	1/12/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chester Pryor	OH	2014	1FA6P0HD1E5400114	1/12/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christian Mahler	OH	2013	3FA6P0G74DR382134	2/24/17	OH	\$15,000.00	Purchased Pre-Owned
Christine Nelson	OH	2015	3FA6P0H78FR220007	8/16/18	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christine Pleasant	OH	2014	3FA6P0K91ER320362	6/10/19	OH	\$21,876.89	Purchased Pre-Owned
Christopher Balsley	OH	2020	3FA6P0HDXLR252832	7/29/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher Scaggs	OH	2017	3fa6p0hd5hr347919	1/8/20	OH	\$15,000.00	Purchased Pre-Owned
Christopher Stout	OH	2015	3FA6P0K95FR115743	Dec 25, 2019	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Clyde Sims	OH	2010	3FAHP0JG8AR312780	2/6/24	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Craig & Melissa Ladd	OH	2017	3FA6P0HD6HR406198	11/3/20	OH	\$23,032.90	Purchased Pre-Owned
Curtis Gage	FL	2015	3FA6P0K91FR110961	3/15/15	OH	See MSRP, <i>Supra</i>	Purchased New
Da'Mier Farmer	OH	2014	3FA6P0K90ER252605	2/28/23	OH	\$13,423.00	Purchased Pre-Owned
Dasean Bankhead (1)	OH	2010	3FAHP0HA2AR177782	12/29/2014	OH	\$14,800.00	Leased New
Dave Carter	OH	2013	3FA6P0H75DR199260	4/13/13	OH	\$30,657.00	Purchased New
Davina Williams	OH	2010	3FAHP0JG6AR133007	7/13/23	OH	\$3,500.00	Purchased Pre-Owned
Dawn Szczechowski	OH	2017	3fa6p0h99hr136346	3/29/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Deja Walters	OH	2014	3FA6P0HD9ER119563	1/9/17	OH	\$18,000.00	Purchased Pre-Owned
Dennis Snyder	OH	2012	3FAHP0JA1CR282603	6/30/23	OH	\$7,000.00	Purchased Pre-Owned
Deshawndria Braylock	OH	2012	3FAHP0JA1CR280396	12/4/2021	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
Diane Hernandez	OH	2013	3FA6P0HR0DR132213	11/30/2023	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diane Lane	OH	2014	3FA6P0RU4ER192810	12/7/2019	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
DiLana Shelton	OH	2014	3FA6P0H74ER266562	7/25/18	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dollie Stephenson	OH	2016	3FA6P0K96GR118099	4/5/16	OH	\$21,500.00	Purchased Pre-Owned
Don Dennis (1)	OH	2015	3FA6P0HD1FR265375	May 2018	OH	\$14,000.00	Purchased Pre-Owned
Don Smith	CA	2019	3fa6p0hd4kr261296	7/25/23	OH	\$13,800.00	Purchased Pre-Owned
Donavia Norvell	OH	2014	1FA6P0H77E5376444	5/7/19	OH	\$5,500.00	Purchased Pre-Owned
Doug McGarvey	OH	2014	3FA6P0K91ER257814	5/27/2015	OH	\$20,000.00	Purchased Pre-Owned
Eddie Mack	OH	2014	1FA6P0HD8E5366186	1/12/19	OH	\$24,000.00	Purchased Pre-Owned
Elmer Rothmann	OH	2013	3FA6P0H71DR339742	6/22/13	OH	\$25,217.39	Purchased New
Emily Allen (2)	OH	2013	3FA6P0H71DR320706	5/31/20	OH	\$9999.00	Purchased Pre-Owned
Garland Boone	OH	2018	3FA6P0HDXJR257610	12/6/22	OH	\$14,177.24	Purchased Pre-Owned
Grant Freeman	OH	2011	3fahp0hg5br260841	Jun 1, 2011	OH	See MSRP, <i>Supra</i>	Purchased New
Gregory Huff	OH	2015	3FA6P0K99FR179834	10/29/2014	OH	See MSRP, <i>Supra</i>	Purchased New
Hassan Jirac	OH	2014	3FA6P0H70ER334761	6/15/16	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Heather Palfy	OH	2014	3FA6P0HDXER168495	10/21/19	OH	\$25,410.24	Purchased Pre-Owned
India Watkins	OH	2013	3FA6P0H73DR204309	3/16/17	OH	\$16,000.00	Purchased Pre-Owned
Jacquetta Ray	OH	2019	3FA6P0G73KR248924	3/14/20	OH	\$19,000.00	Purchased New
James Pearson III	IN	2011	3FAHP0HA0BR290986	7/31/21	OH	\$17,000.00	Purchased Pre-Owned
James Prosowski	OH	2013	3fa6p0h76dr130108	8/1/23	OH	\$17,000.00	Purchased Pre-Owned
James Sowers	OH	2019	3FA6P0HD5KR166584	3/26/19	OH	\$26,999.00	Purchased New
Jamie Willard	OH	2015	3FA6P0H96FR185274	12/28/19	OH	\$11,900.00	Purchased Pre-Owned
Janet Dalbenzio	OH	2011	3FAHP0HA1BR165091	5/10/23	OH	\$3,356.50	Purchased Pre-Owned
Janice Browning-Hall	OH	2019	3FA6P0HD7KR163282	2/2/19	OH	\$32,000.00	Purchased New
Jeff Hopkins	OH	2013	3FA6P0HR3DR321826	10/31/2020	OH	\$8,000.00	Purchased Pre-Owned
Jeff Laub	OH	2016	3FA6P0K97GR331837	10/27/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffrey L. Febus	OH	2013	3fa6p0h77dr366752	08/01/2022	OH	\$11,953.89	Purchased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Jeffrey Pence	OH	2017	3FA6P0HD5HR139247	9/14/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jermaine Lunsford	OH	2014	3fa6p0hd9er191878	4/14/22	OH	\$2,500.00	Leased Pre-Owned
Joan Ferguson	OH	2013	3FA6P0H75DR242110	2/11/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Carr	OH	2013	3FA6P0H72DR358073	7/6/15	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Hodges	WV	2013	3FA6P0HR4DR363535	7/18/2020	OH	\$18,000.00	Purchased Pre-Owned
John Parker	OH	2013	3FA6P0HR1DR132298	8/15/23	OH	\$18,228.00	Purchased Pre-Owned
Johnathan Grieshop	OH	2015	3FA6P0G79FR266558	8/25/20	OH	\$9,800.00	Purchased Pre-Owned
Joshua Brown	OH	2010	3FAHP0HA0AR122179	5/8/23	OH	\$1,545.00	Purchased Pre-Owned
Joshua Lear	OH	2014	1FA6P0H73E5393788	7/1/2022	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
Joshua Merlino	OH	2014	3FA6P0H77ER232227	3/30/23	OH	\$13,209.00	Purchased Pre-Owned
Jovan Labooth Sr & Nathan Kelley	OH	2016	3fa6p0h79gr183017	11/1/22	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kamyka Clay	OH	2013	3FA6P0H76DR175534	7/15/20	OH	\$5,465.00	Purchased Pre-Owned
Kelley Russell	OH	2013	3FA6P0HR1DR340441	1/2/20	OH	\$21,265.01	Purchased Pre-Owned
Kelli Devore	OH	2013	1FADP3F25DL178312	4/1/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kelly Gassett	OH	2015	3FA6P0H92FR265753	Aug 11, 2021	OH	\$13,769.80	Purchased Pre-Owned
Kelvin Gill	CA	2019	3FA6P0HD4KR165913	Jan 22, 2022	OH	\$22,000.00	Purchased Pre-Owned
Kelvin Lavizzo	OH	2015	3FA6P0HD2FR302935	4/5/24	OH	\$20,000.00	Purchased Pre-Owned
Kerry Dudas	OH	2014	1FA6P0H71E5376486	10/23/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Feinberg	OH	2016	3FA6P0H75GR128922	3/17/22	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Robards	OH	2010	3FAHP0JG4AR187518	6/27/09	OH	\$24,527.76	Purchased New
Kimberly Floyd	OH	2016	3FA6P0HD1GR147196	4/25/19	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Krystalynn Dunbar	OH	2016	1FA6P0H78G5130912	1/12/2023	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kyle Tippins	TN	2019	3FA6P0HD0KR166427	7/6/21	OH	\$22,000.00	Purchased Pre-Owned
Lachantay Phillips	OH	2014	3FA6P0H72ER156237	9/16/16	OH	\$26,000.00	Purchased Pre-Owned
LaShonda Ellis	OH	2011	3FAHP0CG4BR255573	6/3/2022	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latonya Appleberry	OH	2012	3fahp0hg4cr124007	12/5/2016	OH	\$13,000.00	Purchased Pre-Owned
Lennisa Taylor	KY	2018	3FA6P0H73JR165958	12/31/18	OH	\$26,113.38	Purchased New
Leonna Larkins	OH	2012	3FAHP0HG8CR376083	7/26/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lerod Riggs	NC	2016	3FA6P0T99GR352588	9/9/2022	OH	\$18,000.00	Purchased Pre-Owned
Lesa Marie Bayless	OH	2011	3FAHP0JA9BR147738	1/20/19	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leslie Bolen	OH	2011	3FAHP0HA6BR121085	6/20/2017	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leslie Evans Ealy	OH	2016	3FA6P0HDXGR238578	4/15/18	OH	\$11,838.65	Purchased Pre-Owned
Lisa Eddy	OH	2012	3FAHP0JG5CR375063	6/8/17	OH	\$17,000.00	Purchased Pre-Owned
Lori Taulbee	OH	2011	3FAHP0JA5BR317366	5/24/23	OH	\$500.00	Purchased Pre-Owned
Lucas Dennis	OH	2013	3FA6P0K92DR308557	Sep 8, 2021	OH	\$12,488.00	Purchased Pre-Owned
Mackenzie Williams	IN	2016	3FA6P0D96GR266735	10/11/20	OH	\$16,500.00	Purchased Pre-Owned
Marcus Goggins	OH	2017	3FA6P0HD9HR229954	1/20/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Margie G Sebring	FL	2017	3FA6P0H78HR213268	May 4, 2017	OH	\$20,000.00	Purchased New

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Mariah McCartan	OH	2013	3fa6p0hr5dr155745	2/27/21	OH	\$11,134.38	Purchased Pre-Owned
Marilyn Weber Collier	OH	2018	3FA6P0H70JR108360	1/29/18	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Brooks	OH	2010	3FAHP0JA7AR401848	5/13/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matthew Castanias	OH	2014	3FA6P0G73DR171071	8/1/15	OH	\$9,000.00	Purchased Pre-Owned
Matthew Fannin	OH	2010	3FAHP0JA5AR172067	11/8/2021	OH	\$10,000.00	Purchased Pre-Owned
Melinda Noe	OH	2016	3FA6P0H72GR331475	9/26/22	OH	\$15,489.45	Purchased Pre-Owned
Melissa Fletcher	OH	2016	3FA6P0K92GR331194	9/1/19	OH	\$13,000.00	Purchased Pre-Owned
Melissa Sexton	OH	2016	3FA6P0H79GR171160	2/1/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Burgess	OH	2014	3FA6P0HD9ER102102	Sep 3, 2021	OH	\$11,704.23	Purchased Pre-Owned
Michael Cole	IL	2010	3FAHP0HA3AR262355	10/20/2022	OH	\$4,357.00	Purchased Pre-Owned
Michael Moore	OH	2017	3FA6P0HD7HR286587	10/16/19	OH	\$14,119.00	Leased Pre-Owned
Michael Short	KY	2014	3FA6P0K9XFR290859	8/2/2021	OH	\$22,049.29	Purchased Pre-Owned
Michael Wolford	OH	2010	3FAHP0HA7AR155776	9/8/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Wysong	OH	2014	1FA6P0H79E5353859	1/6/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michaela Atkinson & Darlene Grim	OH	2011	3fahp0ha9br290727	03/15/2019	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mildred Shoemaker	OH	2016	3FA6P0G76GR118465	Jun 15, 2019	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mindy & Preston Wells	OH	2013	3FA6P0HR2DR262610	Feb 27, 2021	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mitch Shook	OH	2010	3FAHP0HG3AR354621	10/22	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Miyoshi Ward	OH	2013	3FA6P0H72DR280667	6/23/2019	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
Naymon Perkins	OH	2013	3fa6p0h75dr237716	4/8/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Paulette Scarsella	OH	2016	3FA6P0HDXGR322299	11/1/2017	OH	\$17,000.00	Purchased Pre-Owned
Randolph Stucke	OH	2016	3FA6P0HD8GR115619	4/27/23	OH	\$14,000.00	Purchased Pre-Owned
Regie Tyson	OH	2014	3FA6P0H93GR256352	Jan 18, 2020	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
Richard Schad	CO	2012	3fahp0ja3cr236108	6/21/18	OH	\$8,800.00	Purchased Pre-Owned
Ricky Rosado	OH	2011	3FAHP0JA9BR284002	9/1/20	OH	\$8,836.54	Purchased Pre-Owned
Robert Andrews	OH	2017	3FA6P0K90HR146613	11/1/2017	OH	\$18,448.57	Purchased Pre-Owned
Roberto Duncan	OH	2011	3fahp0ha1br232059	9/27/2021	OH	\$23,000.00	Purchased Pre-Owned
Rockie Mauk	OH	2012	3FAHP0HGXCR145539	2/11/2022	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
Ron Simmons OBO Diane Simmon	GA	2010	3FAHP0HA7AR316000	7/1/10	OH	See MSRP, <i>Supra</i>	Purchased New
Rosaline Carr	OH	2011	3FAHP0HAXBR285049	11/15/15	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rusty Roberts	OH	2011	3fahp0hg5br322416	4/12/2019	OH	\$6,500.00	Purchased Pre-Owned
Ryan Berry (1)	OH	2013	3FA6P0H77DR175414	3/20/18	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ryan Berry (2)	OH	2014	3FA6P0K91ER213778	11/16/2021	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shanice Lusane	OH	2014	3FA6P0D95ER168518	1/22/22	OH	\$16,000.00	Leased Pre-Owned
Sondra Carty	OH	2017	3FA6P0H73HR217616	6/28/19	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stephanie Stephens	OH	2013	3FA6P0HR5DR387634	9/7/21	OH	\$10,000.00	Purchased Pre-Owned
Sutton Abernathy	OH	2016	3FA6P0T92GR277152	Nov 2018	OH	\$15,500.00	Purchased Pre-Owned
Taelor Lockhart-Byrum	OH	2014	3fa6p0h9xer297185	Feb 11, 2023	OH	\$16,350.40	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Tamara Sims	AZ	2016	1fa6p0g71g5121969	3/25/18	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tanya Sellers	OH	2020	3FA6P0G76LR135101	6/30/20	OH	\$25,000.00	Purchased New
Taylor & Rick Newman	OH	2017	3FA6P0HD4HR139224	12/15/20	OH	\$17,000.00	Purchased Pre-Owned
Teresa Collier	OH	2014	3FA6P0H7XER165350	1/1/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Terrell Coleman	OH	2014	3fa6p0hd7er297536	6/3/21	OH	\$12,893.21	Purchased Pre-Owned
Theresa Mauck & Henry Soto	OH	2013	3fa6p0hr3dr340148	12/26/16	OH	\$23,000.00	Purchased Pre-Owned
Tim Ackley	OH	2013	3FA6P0HRXDR311181	10/3/13	OH	See MSRP, <i>Supra</i>	Purchased New
Timothy Morrow	KY	2018	3FA6P0H78JR125620	6/18/22	OH	\$26,000.00	Purchased Pre-Owned
Todd Null	OH	2015	1FA6P0H73F5113059	1/1/23	OH	\$4,500.00	Purchased Pre-Owned
Tonya Fortier	OH	2010	3FAhp0ha4ar305696	5/15/10	OH	\$21,690.14	Purchased Pre-Owned
Usevio Torres	OH	2012	3FAHP0HA2AR287778	1/12/15	OH	\$13,150.00	Purchased Pre-Owned
Valena Bledsoe	OH	2015	3FA6P0HD0FR262919	4/7/2015	OH	See MSRP, <i>Supra</i>	Purchased New
Vicki Gatrell	OH	2013	3FA6P0HR3DR331711	1/4/21	OH	\$5,000.00	Purchased Pre-Owned
Wendy Jestice	OH	2016	3FA6P0H74GR264698	12/31/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wesley Manigault	OH	2013	3FA6P0HR9DR123641	10/15/2020	OH	See MSRP, <i>Supra</i>	Leased Pre-Owned
William Kiefer	KY	2016	3fa6p0h78gr111967	06/01/2019	OH	\$9,650.00	Purchased Pre-Owned
Willie Justice	OH	2010	3FAHP0HA9AR129602	3/20/18	OH	\$8,599.50	Purchased Pre-Owned
Angela Madron	OK	2010	3FAHP0HA1AR145115	2/2/13	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Britteny Casey	OK	2012	3FAHP0HA0CR414384	1/6/12	OK	\$22,000.00	Purchased New
Cameron Cornelius	OK	2020	3FA6P0G75LR126292	9/19/20	OK	\$28,605.00	Purchased New
Cecily Sexton	TX	2016	3FA6P0H94GR246204	3/15/21	OK	\$21,000.00	Purchased Pre-Owned
Chris & Rizza Sparks	OK	2014	3FA6P0H74ER363423	Jan 20, 2022	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Clinton Leonard	OK	2015	3FA6P0H79FR151697	10/15/17	OK	\$15,000.00	Purchased Pre-Owned
Deidre Orth	OK	2013	3FA6P0G76DR279992	4/6/22	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Delbert Alt	OK	2020	3FA6P0HD9LR188539	5/28/21	OK	\$19,388.00	Purchased New
Denise Rogers	OK	2020	3FA6P0D9XLR151436	12/20/20	OK	\$21,189.99	Purchased Pre-Owned
Dustin Huff	MO	2013	3FA6P0HR1DR264025	2/1/22	OK	\$2,500.00	Purchased Pre-Owned
Edd Wright	OK	2017	3FA6P0H7XHR144938	Aug 21, 2023	OK	\$10,000.00	Leased Pre-Owned
Emmett Mehojah	OK	2017	3FA6P0HD9HR206108	8/13/22	OK	\$17,500.00	Purchased Pre-Owned
Everett Hunt Jr.	OK	2017	3FA6P0H74HR397494	7/6/23	OK	\$13,800.00	Purchased Pre-Owned
Francis Mangrum	OK	2013	3FA6P0HD9FR213492	4/14/16	OK	See MSRP, <i>Supra</i>	Purchased New
Jaime Tamanaha	OK	2011	3FAHP0JA8BR252321	3/2/2019	OK	\$5,800.00	Purchased Pre-Owned
Jerry Luman	OK	2015	3fa6p0h75fr222295	3/11/21	OK	\$14,989.00	Purchased Pre-Owned
John Jordan	OK	2010	3FAHP0HA9AR157612	10/1/11	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenyetta Tumey	OK	2014	3FA6P0HD6ER193314	2/30/14	OK	See MSRP, <i>Supra</i>	Purchased New
Kimberly Shorty	OK	2014	3FA6P0HD4ER314437	2/15/2020	OK	\$25,000.00	Leased Pre-Owned
Linda Cole	AR	2018	3FA6P0H70JR283613	10/17/2022	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lisa & Darrin Hill	OK	2016	3fa6p0h7xgr113378	5/10/2022	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Majid Maleki	OK	2010	3FAHP0HA7AR287856	Oct 3, 2015	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patrick Hepner	MO	2012	3fahp0ha0cr272456	3/29/21	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rebecca Young	OK	2013	3FA6P0H7XDR119158	9/5/18	OK	\$4,500.00	Purchased Pre-Owned
Samantha Williams	OK	2016	3FA6P0H76GR239172	1/1/20	OK	\$7,500.00	Purchased Pre-Owned
Scott Kreps	OK	2012	3fahp0ha0cr237187	8/1/22	OK	\$3,500.00	Purchased Pre-Owned
Scotty Simpson	OK	2014	1FA6P0H75E5395770	4/15/23	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shelby Morales	OK	2018	3fa6p0hd1jr240100	11/2/22	OK	\$18,000.00	Leased Pre-Owned
Summer Tankersley	OK	2016	3FA6P0K96GR135730	5/14/20	OK	\$24,033.60	Leased Pre-Owned
Teri Stacks	OK	2011	3FAHP0JA3BR291852	3/5/22	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Theresa Duncan	OK	2015	3FA6P0H74FR207433	3/18/18	OK	\$28,500.00	Purchased Pre-Owned
Tony Perez	OK	2013	3fa6p0hr8dr323474	8/30/2022	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tyreese Henderson	OK	2011	3FAHP0JA5BR331882	3/16/23	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Victoria Miller	OK	2018	3FA6P0H74JR180436	6/15/22	OK	\$18,090.00	Purchased Pre-Owned
Ashley Selby & Cynthia Smith	TX	2011	3FAHP0JG0BR202209	9/24/2015	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashley Vickoren	OR	2013	3FA6P0H70DR216658	4/23/2020	OR	\$15,940.00	Purchased Pre-Owned
Betty Mae Bailey	OR	2011	3FAHP0HA1BR312915	11/19/22	OR	\$16,179.80	Purchased Pre-Owned
Brad Harrison	OR	2016	3FA6P0D93GR206895	3/28/2018	OR	\$12,617.00	Purchased Pre-Owned
Catherine Spliethof	OR	2010	3FAHP0HA9AR318511	Jan 26, 2013	OR	\$15,000.00	Purchased Pre-Owned
Chris Beckley	OR	2012	1FAHP3F26CL411288	9/21/17	OR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dallas Petenbrink	OR	2013	3FA6P0H71DR311133	9/11/14	OR	\$16,500.00	Purchased Pre-Owned
Delisa Causey	OR	2013	3FA6P0HR7DR165208	12/28/2022	OR	\$3,700.00	Purchased Pre-Owned
Donna Hansen	OR	2012	3FAHP0JG5CR291809	6/9/18	OR	\$9,785.00	Purchased Pre-Owned
James Whitmore	OR	2014	3FA6P0K99ER344361	8/28/21	OR	\$14,500.00	Purchased Pre-Owned
Jeremy Pollard	OR	2014	3FA6P0H70ER113130	1/19/19	OR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kori Mayer	OR	2012	3FAHP0HA9CR210022	3/20/21	OR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
LeRoy Seeley	OR	2016	3FA6P0H7XGR116409	10/19/2015	OR	\$25,000.00	Purchased New
Lisa Beck	OR	2014	3FA6P0H74ER381291	06/01/2022	OR	\$21,000.00	Purchased Pre-Owned
Lisa Orozco	OR	2015	3FA6P0H79FR151411	2/15/2016	OR	\$17,077.00	Purchased Pre-Owned
Makayla Thomas	OR	2020	3FA6P0D93LR202999	10/21/2022	OR	\$34,099.00	Purchased Pre-Owned
Richard Jump	OR	2017	3FA6P0G79HR330326	May 5, 2021	OR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Roderick Morris	OR	2013	3fa6p0k97dr261557	8/21/14	OR	\$21,466.50	Purchased Pre-Owned
Russell Goff	WA	2014	3FA6P0D93ER398252	6/10/14	OR	\$37,595.00	Purchased New
Thersea Barbee	OR	2013	3FA6P0H71DR261589		OR	\$24,122.40	Purchased Pre-Owned
William Holden	GA	2017	3FA6P0HD5HR111321	4/4/16	OR	\$17,500.00	Purchased Pre-Owned
William Ruble	OR	2014	3FA6P0HD7ER222013	7/31/23	OR	\$16,000.00	Purchased Pre-Owned
Yvonne Garcia	OR	2018	3FA6P0H70JR191675	7/13/22	OR	\$15,000.00	Purchased Pre-Owned
Abigail West	DE	2016	3fa6p0h73gr253143	4/23/2019	PA	\$27,000.00	Purchased Pre-Owned
Albert Swager	PA	2015	3fa6p0hd0fr256604	4/27/22	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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Amy Belles	PA	2013	3FA6P0K95DR130496	1/14/19	PA	\$30,000.00	Purchased Pre-Owned
Andrea Kostella	PA	2011	3FAHP0HA0BR330161	11/29/16	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andrew Luetngen	PA	2014	3FA6P0H98ER196002	6/12/2015	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Aumri Dutrieuille	PA	2017	3FA6P0HD4HR123797	10/20/2020	PA	\$21,000.00	Purchased Pre-Owned
Bakira Baker	PA	2015	3FA6P0G76FR122918	4/7/22	PA	\$13,000.00	Purchased Pre-Owned
Bill Lear	PA	2016	1fa6p0h73g5122782	2/2016	PA	\$25,395.00	Purchased New
Braden Kern	PA	2017	3FA6P0G72HR378153	3/16/18	PA	\$28,562.00	Purchased New
Brock Hamer	PA	2015	3fa6p0hdxfr176811	9/11/2020	PA	\$16,500.00	Leased Pre-Owned
Carissa Brown	NY	2017	3FA6P0D95HR100420	8/16/17	PA	\$26,995.00	Purchased Pre-Owned
Carmen Chavera	PA	2016	3FA6P0T93GR109164	12/2/17	PA	\$21,050.00	Purchased Pre-Owned
Charles Rice	PA	2011	3FAHP0CG6BR195361	11/21/21	PA	\$9,000.00	Purchased Pre-Owned
Chivon Fitch	FL	2017	3FA6P0HD1HR245517	11/15/2017	PA	\$33,000.00	Leased New
Corey Manspeaker	PA	2014	1FA6P0H71E5403590	5/15/17	PA	\$16,781.58	Purchased Pre-Owned
Curtis Carson	PA	2016	3FA6P0HD1GR398879	10/15/2017	PA	\$21,000.00	Leased Pre-Owned
Cynthia J Smeal	PA	2013	3FA6P0HR8DR341117	12/20/2022	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dakota Long	PA	2017	3FA6P0T9XHR144902	Oct 12, 2020	PA	\$23,069.69	Purchased Pre-Owned
David Gilio	PA	2015	3FA6P0HD9FR166576	6/23/15	PA	\$27,290.00	Purchased New
Deborah Fike	PA	2011	3FAHP0HAXBR290820	7/7/18	PA	\$5,400.00	Purchased Pre-Owned
Debra & Michael Devore	PA	2013	3fa6p0h94dr228474	Dec 28, 2013	PA	See MSRP, <i>Supra</i>	Purchased New
Debra A Hess	PA	2015	3fa6p0hd2fr177824	2/1/2023	PA	\$15,995.00	Purchased Pre-Owned
Denise Colon	PA	2010	3FAHP0HA5AR175394	3/10/2020	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Donald Shenberger	PA	2012	3FAHP0JA6CR387945	4/1/15	PA	\$14,900.00	Purchased Pre-Owned
Donald Tinley	PA	2010	3FAHP0HA3AR282492	11/22/20	PA	\$3,000.00	Purchased Pre-Owned
Donté Hilbert	PA	2015	1FA6P0HDXF5118958	5/25/18	PA	\$10,000.00	Purchased Pre-Owned
Ed Yordy	PA	2013	3FA6P0HT3DR104806	2/14/22	PA	\$6,500.00	Purchased Pre-Owned
Edward Dame	PA	2012	3FAHP0HAXCR284940	11/9/22	PA	\$5,300.00	Purchased Pre-Owned
Edy Martinez	PA	2010	3FAHP0HG1AR392137	12/12/23	PA	\$3,500.00	Purchased Pre-Owned
George Griffin	PA	2014	1FA6P0H70E5386328	6/15/16	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Holly Weiss (1)	PA	2020	3FA6P0G7XLR144898	5/23/20	PA	\$21,281.00	Purchased New
Howard Jenkins	PA	2017	3FA6P0T92HR248414	9/4/20	PA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Hunter Tracy	PA	2012	3FAHP0HA4CR234731	9/1/22	PA	\$10,000.00	Leased Pre-Owned
Jambolat Ishak	PA	2015	1FA6P0H75F5117372	5/8/21	PA	\$20,219.00	Leased Pre-Owned
James Miceli	PA	2014	3FA6P0HD3ER331391	9/7/17	PA	\$7212.50	Purchased Pre-Owned
James Pietz	PA	2016	3fa6p0h78gr326944	May 3, 2019	PA	\$12,997.00	Purchased Pre-Owned
Jason Rice	PA	2016	3FA6P0D97GR349042	9/26/19	PA	\$21,000.00	Purchased Pre-Owned
Jennifer Cianciulli	PA	2010	3FAHP0HA9AR244782	2/1/11	PA	\$25,000.00	Purchased New
Jeremy Baney	PA	2016	3FA6P0H72GR209506	1/15/22	PA	\$22,000.00	Purchased Pre-Owned
Jesse Brazell	PA	2011	3FAHP0JG6BR302265	7/8/23	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Joan Lile	PA	2016	3FA6P0H72GR190052	5/2/2016	PA	\$29,990.00	Purchased New
Joanne Leever	PA	2014	1FA6P0H78E5388165	8/14/14	PA	\$22,500	Purchased New
John Gontz	PA	2013	3fa6p0h71dr281132	12/17/14	PA	\$12,745.00	Purchased Pre-Owned
Jose Cabrera	PA	2010	3FAHP0JA6AR302762	2/20/20	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joseph Glod	PA	2017	3FA6P0H77HR392791	7/23/22	PA	\$24,549.77	Purchased Pre-Owned
Joshua & Cliff Kirchartz	PA	2017	3FA6P0T97HR321194	Dec 10, 2020	PA	\$18,764.40	Purchased Pre-Owned
Juan Velez Melendez	PA	2016	3FA6P0PUXGR349441	2/22/2018	PA	\$15,900.00	Purchased Pre-Owned
Julie Cejrowski	PA	2012	3FAHP0HA6CR244287	9/17/12	PA	See MSRP, <i>Supra</i>	Purchased New
Justin Carley	PA	2017	3FA6P0T92HR249482	1/24/17	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Karen Knepp	PA	2013	3FA6P0HR5DR302341	6/1/13	PA	See MSRP, <i>Supra</i>	Purchased New
Kayla Kerr	PA	2013	3FA6P0PU2DR258501	9/4/21	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lamont Hampton	PA	2019	3FA6P0K94KR228724	7/12/19	PA	\$39,000.00	Purchased New
Linda Shutt	PA	2010	3FAHP0HA4AR168498	7/21/13	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Macy & Anthony Kovatto	KY	2016	3FA6P0HD9GR110607	12/27/2021	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Manges	PA	2014	3FA6P0H72ER139986	10/16/23	PA	\$13,000.00	Purchased Pre-Owned
Matthew Inabinett	PA	2010	3FAHP0JG3AR192516	6/11/22	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maurice McDougale	PA	2016	3FA6P0HD4GR361955	4/13/23	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Melena Bearfield	PA	2012	3FAHP0HG4CR104999	1/10/21	PA	\$4,500.00	Purchased Pre-Owned
Melissa Green	PA	2014	3fa6p0hdxer253210	10/01/2019	PA	\$8,999.00	Purchased Pre-Owned
Melissa Hand	PA	2017	3FA6P0HD6HR154081	10/26/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michele Mack	PA	2016	3FA6P0H79GR178206	8/22/23	PA	\$7,200.00	Purchased Pre-Owned
Michelle Johnson	PA	2015	3FA6P0SU5FR260740	10/1/18	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nelson Sanabria	PA	2010	3FAHP0HAXAR252356	6/22/12	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nicole Thompson	PA	2018	3FA6P0G76JR179631	8/30/21	PA	\$18,000.00	Leased Pre-Owned
Patrick Hasson	PA	2017	3FA6P0VP5HR302896	5/21/22	PA	\$28,000.00	Purchased Pre-Owned
Raymond Roberts	PA	2015	3FA6P0H74FR164258	6/15/17	PA	\$12,000.00	Purchased Pre-Owned
Richard Gable	PA	2015	3fa6p0h78fr200727	Nov 7, 2020	PA	\$12,795.00	Purchased Pre-Owned
Robin Rauch (1)	NJ	2019	3FA6P0HD7KR158650	4/12/23	PA	\$25,500.00	Purchased New
Robin Rauch (2)	NJ	2019	3FA6P0HD7KR192586	4/12/2019	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ron Glosser Jr (1)	PA	2013	3FA6P0H73DR268897	7/31/21	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ron Glosser Jr (2)	PA	2014	1FA6P0H70ER225552	7/1/16	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rusty Wilt	PA	2010	3FAHP0JA0AR307598	2/23/21	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shanna Lawrence	PA	2019	3FA6P0T96KR252859	Apr 8, 2021	PA	\$34,642.00	Leased Pre-Owned
Sherry Miller	PA	2017	3FA6P0H7XHR394597	3/6/18	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sierra Wallace	PA	2020	3FA6P0CD0LR194107	4/5/2023	PA	\$25,631.00	Leased Pre-Owned
Steve Krawczuk	PA	2012	3FAHP0JA5CR307227	6/1/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Steven Baslick	PA	2015	3fa6p0hd4fr102266	7/3/23	PA	\$22,000.00	Purchased Pre-Owned
Terrence & Melissa O'Hara	OH	2017	3FA6P0T91HR231295	2/12/21	PA	\$18,000.00	Purchased Pre-Owned

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Tim Booth	PA	2017	3fa6p0h78hh346077	4/6/17	PA	See MSRP, <i>Supra</i>	Purchased New
Troy Thompson	MD	2016	3FA6P0H78GR217593	8/17/17	PA	\$16,888.00	Purchased Pre-Owned
Walter Owen Nelson	PA	2012	3FAHP0HA1CR155324	12/28/21	PA	\$1,900.00	Purchased Pre-Owned
William Pastva	PA	2014	3fa6p0hd8er286030	10/29/22	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Zachary Poorman	PA	2016	3fa6p0t90gr183089	7/28/22	PA	\$21,500.00	Purchased Pre-Owned
Edward Ratcliffe	RI	2012	3fahp0ha8cr424046	10/1/12	RI	See MSRP, <i>Supra</i>	Purchased New
John Borden	RI	2013	3FA6P0HR8DR170823	11/30/18	RI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Stevens	NY	2010	3FAHP0HG0AR195766	1/25/19	RI	\$3,065.62	Purchased Pre-Owned
Philip Hendry	RI	2014	1FA6P0HD4E5377377	11/10/18	RI	\$19,595.00	Purchased Pre-Owned
Raymond Bert	RI	2017	3FA6P0T94HR376704	8/3/19	RI	\$17,800.00	Purchased Pre-Owned
Aildonia Moultrie	SC	2015	3fa6p0d95jr168996	Mar 15, 2019	SC	\$23,000.00	Purchased Pre-Owned
Alexis Coates	SC	2016	3FA6P0HD7GR350366	6/23/2021	SC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Anthony Bright	SC	2010	3FAHP0JG6AR314849	2/6/23	SC	\$2,500.00	Purchased Pre-Owned
Anthony Gaddist	SC	2013	3FA6P0HRXDR138200	9/22/2021	SC	\$17,200.00	Purchased Pre-Owned
Antonio Garrett	SC	2014	3FA6P0H72ER257861	7/21/22	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carrie Phillips	SC	2010	3FAHP0JA4AR336506	6/14/2022	SC	\$3,000.00	Purchased Pre-Owned
Catherine Robin & Charles Halse	SC	2013	3fa6p0h93dr160894	10/3/16	SC	\$17,400.00	Purchased Pre-Owned
Courtney Black	SC	2013	3FA6P0H74DR230255	8/23/22	SC	\$5,000.00	Purchased Pre-Owned
Craig Chandler	SC	2015	1FA6P0H71F5128109	6/10/2019	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dale Perdue	SC	2016	3FA6P0H79GR180084	1/10/17	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Damian McCants	SC	2014	1FA6P0HD8E5376071	3/14/19	SC	\$6,000.00	Purchased Pre-Owned
Dana Pugh	SC	2014	3FA6P0H71ER165964	4/4/18	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Darin Perkins	NC	2016	3FA6P0G70GR271827	5/3/21	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denitra Harris	SC	2016	3FA6P0HD4GR254145	1/14/2020	SC	\$13,603.00	Purchased Pre-Owned
Donald Dean	SC	2013	3FA6P0HR3DR295146	11/11/23	SC	\$3,500.00	Purchased Pre-Owned
Donnie Martin	SC	2010	3FAHP0HA9AR307363	4/22/21	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dorothy Peoples	SC	2013	3FA6P0HR4DR232900	6/24/2022	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Edward Lawton	SC	2011	3FAHP0JG6BR320510	11/21/23	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Edward Roberts	SC	2016	1FA6P0HD2G5132130	3/27/23	SC	\$10,300.00	Purchased Pre-Owned
Elizabeth Mattress	SC	2015	1FA6P0H79F5122462	5/5/22	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Equeshia Moore	SC	2015	1FA6P0H75F5121115	2/27/17	SC	\$18,000.00	Leased Pre-Owned
Felice Russell	SC	2017	3FA6P0H79HR231407	Mar 1, 2021	SC	\$10,000.00	Purchased Pre-Owned
Hazel Peay	SC	2010	3FAHP0HA7AR188244	Aug 1, 2019	SC	\$10,900.00	Purchased Pre-Owned
Herman Beaufort	SC	2012	3FAHP0JG3CR182510	10/19/16	SC	\$12,000.00	Purchased Pre-Owned
Jakyria McBride	SC	2018	3FA6P0G7XJR183634	5/20/2017	SC	See MSRP, <i>Supra</i>	Purchased New
Jamie Knight	SC	2010	3fahp0ha6ar202585	6/15/17	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jazmine Dawkins	SC	2011	3FAHP0HA9BR261731	Nov 1, 2021	SC	\$8,995.00	Leased Pre-Owned
Jeanette Allred Heffron	NC	2015	3FA6P0K96FR310119	2/8/20	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Jessica Wilson	WV	2014	1FA6P0HDXE5394040	11/18/21	SC	\$28,000.00	Purchased Pre-Owned
Joaqui Franklin	SC	2011	3fahp0ha2br102856	Dec 21, 2021	SC	\$5000.00	Purchased Pre-Owned
John Harley	SC	2016	3FA6P0T99GR291839	6/29/22	SC	\$20,174.00	Leased Pre-Owned
Johnny & Ashley Turner	SC	2010	3FAHP0HA0AR332961	7/3/21	SC	\$3,997.00	Purchased Pre-Owned
Jonathan & Amanda Rabon	SC	2014	3FA6P0H76ER363407	10/14/14	SC	\$23,010.00	Purchased New
Jordan Burns	SC	2016	3FA6P0G79GR323133	8/21/23	SC	\$11,200.00	Purchased Pre-Owned
Joseph Green	SC	2013	3fa6p0puxdr254759	2/7/20	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Keisharna Wright	SC	2012	3FAHP0JG8CR389829	3/11/23	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kelly Wilson	NY	2013	3fa6p0g77dr211975	Jun 28, 2018	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenneth Dovre	SC	2015	3FA6P0H97FR123219	11/1/15	SC	\$28,000.00	Purchased New
Kevin Tucker	SC	2010	3FAHP0HG2AR379042	5/11/20	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Keyosha Collins	SC	2011	1FAHP3FN1BW101086	3/5/18	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latonya Hart	SC	2010	3FAHP0JG8AR244514	3/10/21	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latoyia Miles	SC	2015	3FA6P0G72FR251089	Sep 28, 2018	SC	\$13,000.00	Purchased Pre-Owned
Michele Watford	SC	2012	3FAHP0HA9CR448534	8/10/17	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nicolea Cohen	SC	2012	3FAHP0HA9CR262007	1/15	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nikendra King	SC	2014	1FA6P0H72E5378103	2/26/21	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Phillip Duckett	SC	2013	3FA6P0K94DR382367	6/29/18	SC	\$14,999.00	Purchased Pre-Owned
Preston Williamson Jr	SC	2017	3fa6p0k99hr146190	10/1/22	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Regina Mathis	SC	2016	1FA6P0H73G5110647	11/17/22	SC	\$7,000.00	Purchased Pre-Owned
Robert Hulsizer	SC	2013	3FA6P0K97DR299399	May 15, 2018	SC	\$7,000.00	Purchased Pre-Owned
Robert Humphries	SC	2013	3fa6p0hr4dr271941	4/10/20	SC	\$7,800.00	Purchased Pre-Owned
Robert Thomas	SC	2013	3FA6P0H72DR110891	5/21/2019	SC	\$5,000.00	Purchased Pre-Owned
Sammie Dover	SC	2010	3FAHP0HA3AR150297	4/15/13	SC	\$8,600.00	Purchased Pre-Owned
Shakeka Brown	SC	2016	3FA6P0HD6GR233927	10/8/22	SC	\$21,453.37	Purchased Pre-Owned
Shannon Allen	SC	2010	3FAHP0JG9AR224725	2/25/2022	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shantese Drayton	SC	2016	3FA6P0H79GR234984	3/1/22	SC	\$12,395.00	Purchased Pre-Owned
Sharly Bledsoe	SC	2012	3FAHP0JA7CR363038	8/12/2020	SC	\$12,000.00	Leased Pre-Owned
Shawn Sturkie	SC	2012	3FAHP0HA3CR387522	5/21/2020	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shemeka Davenport	SC	2015	3FA6P0H75FR282044	10/10/16	SC	\$20,000.00	Purchased Pre-Owned
Sue Richardson & Henry Bovain	SC	2014	1FA6P0HD2E5362621	10/4/19	SC	\$23,528.45	Purchased Pre-Owned
Tamika Myers	SC	2010	3FAHP0HG3AR101136	3/19/22	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tenika Calhoun	SC	2013	3FA6P0HR0DR193710	10/7/20	SC	\$8,900.00	Purchased Pre-Owned
Tonya Campbell	SC	2013	3FA6P0HR9DR206454	2/1/20	SC	\$10,000.00	Purchased Pre-Owned
Tyler Orr	AL	2015	3FA6P0K91FR218559	8/3/17	SC	\$20,703.00	Purchased Pre-Owned
Tyshon Legare	SC	2013	3FA6P0HR9DR206387	5/7/2022	SC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Vernal McNeil	SC	2018	3FA6P0G73JR254205	5/10/22	SC	\$16,000.00	Purchased Pre-Owned
Veronica Williams	SC	2015	3FA6P0H95FR297726	Aug 12, 2019	SC	\$20,000.00	Purchased Pre-Owned

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Vicki Thames	SC	2011	3FAHP0HA2BR125313	04/01/2013	SC	\$10,809.00	Purchased Pre-Owned
Wayne Lee	SC	2020	3FA6P0G7XLR223245	Aug 26, 2020	SC	\$20,000.00	Purchased New
William Graham	SC	2017	3FA6P0K99HR371838	11/28/2017	SC	See MSRP, <i>Supra</i>	Purchased New
William W. Stewart	NC	2019	3FA6P0HDXKR111533	Jun 1, 2021	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Yolanda Mixon	SC	2013	3fa6p0hr7dr141281	3/15/2022	SC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Andrew McDaniel (1)	SD	2016	3fa6p0g72gr385974	Aug 1, 2016	SD	\$23,809.15	Purchased New
David Scanlan	IA	2012	3FAHP0HA1CR382156	8/1/14	SD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Elizabeth Ebright	SD	2020	3FA6P0HD4LR136347	Apr 9, 2022	SD	\$27,779.00	Purchased Pre-Owned
Taylor James French	SD	2016	3FA6P0H71GR293723	4/9/22	SD	\$18,000.00	Purchased Pre-Owned
Tehra Drost	IA	2018	3FA6P0H79JR253607	8/31/20	SD	\$16,139.00	Purchased Pre-Owned
Terry Schweitzer	KY	2016	3FA6P0H70GR356052	Mar 18, 2016	SD	\$25,450.00	Leased New
Jasmine McWilson	TX	2015	3FA6P0H74FR159965	3/15/2021	Texas	\$10,880.00	Purchased Pre-Owned
Aletha Sanders	MS	2013	3FA6P0H74DR123125	12/5/19	TN	\$22,558.12	Leased Pre-Owned
Amber Russell	TN	2012	3FAHP0HAXCR254496	1/2/12	TN	See MSRP, <i>Supra</i>	Purchased New
Andrea Stone	IN	2010	3FAHP0HGXR420663	10/18/10	TN	\$35,081.28	Purchased New
Angela Lawrence	TN	2013	3FA6P0H77DR221811	6/8/2017	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Wood	TN	2018	3fa6p0hd7jr228758	6/19/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angelia Harris	MS	2016	3FA6P0G76GR121267	2/8/20	TN	\$18,000.00	Purchased Pre-Owned
Angelica Johnson	MS	2010	3FAHP0HG1AR297321	4/2/12	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anita Gilbert	TN	2010	3FAHP0JA2AR100808	10/26/13	TN	\$16,500.00	Purchased Pre-Owned
Anthony Giordano	TN	2015	3fa6p0hd1fr241870	10/16/21	TN	\$18,000.00	Purchased Pre-Owned
April Wise	TN	2012	3FAHP0JA4CR200539	1/15/15	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ariane Merriweather	TN	2011	3FAHP0JA7BR154722	3/4/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashley Braxton	TN	2015	1FADP3F26FL305734	11/1/19	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashley Jackson	TN	2015	3FA6P0K94FR292302	3/7/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Billy Marcum	MS	2015	3FA6P0H95FR149236	6/16/23	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bobby Norman	TN	2013	3FA6P0HR3DR185083	11/15/21	TN	\$4800	Purchased Pre-Owned
Bradey Aycock	TN	2012	3FAHP0JG9CR290873	4/15/2023	TN	\$3,800.00	Purchased Pre-Owned
Brian Holm	TN	2013	3FA6P0H90DR255431	5/26/18	TN	\$13,907.64	Purchased Pre-Owned
Briana Corbin	TN	2013	3FA6P0HR5DR205592	8/25/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brionna Hatton & Patricia King	TN	2017	3FA6P0HD3HR240318	8/17/20	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carla Edwards	TN	2013	3FA6P0G70DR328281	10/18/18	TN	\$14,436.00	Purchased Pre-Owned
Carlos Brooks and Toni Williams	TN	2011	3FAHP0HA1BR165172	5/20/2016	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carolyn Thomas	MS	2015	3FA6P0HDXFR218006	Nov 11, 2018	TN	\$13,500.00	Purchased Pre-Owned
Casey Boblewski	TN	2018	3fa6p0hd6jr135925	Sep 12, 2020	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Morton	TN	2019	3FA6P0G76KR245869	6/20/20	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charneic Clark	TN	2016	3FA6P0H75GR322964	6/7/2021	TN	\$5,000.00	Purchased Pre-Owned
Chatashia Williams	TN	2016	3fa6p0h93gr126569	3/30/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Christopher Allison	TN	2016	3FA6P0H72GR311386	9/21/16	TN	See MSRP, <i>Supra</i>	Purchased New
Christopher Harris	TN	2011	3fahp0jg1br226034	7/24/12	TN	\$32,000.00	Purchased Pre-Owned
Christopher Mackey	TN	2015	3fa6p0h70fr291833	2/25/20	TN	\$29,000.00	Purchased Pre-Owned
Christy Bettis	TN	2016	1FA6P0H76G5107144	5/15/23	TN	\$24,000.00	Leased Pre-Owned
Clara Tate	TN	2017	3FA6P0H79HR411020	9/4/17	TN	See MSRP, <i>Supra</i>	Purchased New
Clinton & Teresa Frye	TN	2017	3FA6P0G78HR339146	11/25/19	TN	\$27,744.48	Purchased Pre-Owned
Connie Jones	TN	2017	3FA6P0HD8HR332654	1/21/19	TN	\$19,000.00	Purchased Pre-Owned
Courtney Phillips	TN	2013	3FA6P0K93DR150410	12/1/2019	TN	\$3,500.00	Purchased Pre-Owned
Crystal Adcock	TN	2016	3FA6P0K90GR354411	Feb 13, 2021	TN	\$15,111.17	Purchased Pre-Owned
Daniel Evans	TN	2015	3FA6P0H79FR233249	10/20/21	TN	\$19,000.00	Purchased Pre-Owned
Dekisha Norwood	TN	2014	3FA6P0K94ER319075	5/11/16	TN	\$40,000.00	Purchased Pre-Owned
Denise Mabon	MS	2015	3FA6P0HD6FR187823	5/7/21	TN	\$26,000.00	Purchased Pre-Owned
Diane Taylor	TN	2017	3FA6P0LU9HR344027	3/16/2019	TN	\$9,370.00	Purchased Pre-Owned
Donald Angle	TN	2011	3FAHP0KC4BR195650	5/31/23	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Donald Joiner	TN	2012	3FAHP0HA3CR131543	7/1/16	TN	\$34,267.67	Purchased Pre-Owned
Dorothy Hutcherson	TN	2012	3FAHP0JG7CR169114	10/15/13	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Douglas Phillips	TN	2013	3FA6P0HRXDR292566	6/11/15	TN	\$15,000.00	Purchased Pre-Owned
Drew Barbe	TN	2017	3FA6P0HD1HR335542	12/19/2020	TN	\$19,000.00	Purchased Pre-Owned
Earlena Lee	TN	2014	3FA6P0HD0ER297426	Sept 2022	TN	\$15,000.00	Purchased Pre-Owned
Eboni Phillips	TN	2015	3FA6P0K95FR130906	6/30/2020	TN	\$28,694.82	Purchased Pre-Owned
Ebronah Rawlings	TN	2014	3FA6P0H7XER101471	9/29/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Elizabeth Sands	TN	2010	3fahp0hg0ar237661	Mar 1, 2010	TN	\$22,000.00	Purchased New
Erica Jaco	TN	2016	1FA6P0HD6G5117291	7/29/2020	TN	\$20,000.00	Purchased Pre-Owned
Eugene Holliday	TN	2016	3FA6P0G72GR290038	3/15/2020	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gage Roberts	TN	2014	3FA6P0HD5ER164760	9/20/15	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Geneva Shannon	TN	2017	3FA6P0H98HR283788	4/24/2021	TN	\$2,500.00	Purchased Pre-Owned
Geniece Mays	MO	2013	3FA6P0H72DR311528	9/10/2019	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Georganne Wilson	TN	2013	3FA6P0H78DR356361	5/14/23	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
George Kimbro	TN	2013	3FA6P0HR1DR170906	8/11/23	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gestrell Bowen	TN	2016	3FAHP0HA8CR276013	11/7/21	TN	\$5,800.00	Purchased Pre-Owned
Gregory C. Burchell	TN	2012	3FAHP0HA8CR362180	FEB 2013	TN	\$19,500.00	Purchased New
Jamie Crook	TN	2014	1fa6p0g79e5394719	2/2/23	TN	\$20,000.00	Leased Pre-Owned
Janelle Greene	FL	2016	1FA6P0H71G5134882	12/11/18	TN	\$28,000.00	Purchased Pre-Owned
Jason Gray	TN	2018	3FA6P0H74JR175687	7/1/17	TN	See MSRP, <i>Supra</i>	Purchased New
Jeffrey Thornton	TN	2013	3FA6P0H7XDR129026	8/9/2017	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Kimble	TN	2017	3FA6P0HD6HR170006	December 27 2016	TN	\$27,500.00	Purchased Pre-Owned
Jerry & Judith Hale	TN	2015	3FA6P0G72FR189161	1/2/23	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonah Nunley	TN	2010	3FAHP0JA8AR252902	3/21/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Jonathan Baez	TN	2014	1FA6P0HD9E5351373	May 2018	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jonathan Campbell	TN	2016	1FA6P0G7XG5126779	10/17/2016	TN	\$25,000.00	Purchased New
Joseph Becker	TN	2015	3FA6P0T99FR291872	8/13/21	TN	\$12,000.00	Purchased Pre-Owned
Justice Kuykendoll	TN	2013	3FA6P0H73DR131457	12/5/23	TN	\$9,000.00	Purchased Pre-Owned
Justin Gupton	TN	2013	3FA6P0H7XDR165606	2/1/23	TN	\$6,000.00	Purchased Pre-Owned
Justinia Ross	VA	2016	3FA6P0T92GR179013	2/9/23	TN	\$19,679.64	Purchased Pre-Owned
Karl Hensley	IN	2018	3FA6P0G79JR194771	9/11/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Katandra Langston	AR	2015	1FA6P0HD5F5125509	12/30/16	TN	\$30,000.00	Purchased Pre-Owned
Kathy Jones	TN	2014	1FA6P0HDXE5363404	Jan 28, 2018	TN	\$14,500.00	Purchased Pre-Owned
Kayla Moore	TN	2012	3FAHP0CG1CR260537	2/28/22	TN	\$8,000.00	Purchased Pre-Owned
Keith Willoughby	TN	2010	3FAHP0HG0AR374972	4/1/19	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenneth Combs	AR	2016	3FA6P0H74GR274454	5/15/16	TN	\$26,879.00	Purchased New
Kerstin Lively	TN	2013	3FA6P0H75DR194849	8/20/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin & Sherry Carnett	TN	2012	3FAHP0JG9CR265309	4/5/2017	TN	\$14,500.00	Purchased Pre-Owned
Kierra Beasley	TN	2013	3FA6P0HR5DR195307	5/13/14	TN	\$22,000.00	Purchased Pre-Owned
Kim Tanner	TN	2018	3FA6P0H70JR265113	7/19/18	TN	See MSRP, <i>Supra</i>	Purchased New
Kristi Howard	TN	2013	3FA6P0G71DR189570	1/24/19	TN	\$18,000.00	Purchased Pre-Owned
Ladeishia Lowe	TN	2014	3fa6p0g71er326962	12/1/2020	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lakistsha Hansbrough-Cleveland	TN	2011	3FAHP0HA3BR218745	9/25/21	TN	\$3,000.00	Purchased Pre-Owned
La'Myah Mason	TN	2014	3FA6P0K92ER140601	10/13/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lemuel Buckner	TN	2010	3FAHP0JG1AR363201	1/16/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lena Cooper	TN	2016	3FA6P0HD4GR170018	9/14/2015	TN	\$34,219.00	Purchased New
Letecia Smith	TN	2014	1FA6P0H71E5379243	2/25/19	TN	\$13,900.00	Purchased Pre-Owned
Lisa McBryar	TN	2017	3FA6P0HD7HR113149	6/22/19	TN	\$4,897.56	Leased Pre-Owned
Lucinta Thompson	KY	2016	3FA6P0HD4GR133132	3/11/23	TN	\$6,800.00	Purchased Pre-Owned
Marcherelle Jackson	TN	2010	3FAHP0HA2BR128700	5/17/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Richmond	TN	2012	3FAHP0HG4CR209400	6/14/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marshall Collins	TN	2016	3FA6P0HD2GR136448	6/18/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Martha Macklin	TN	2014	3FA6P0H79ER100134	7/23/18	TN	\$21,000.00	Leased Pre-Owned
Martin Copley	TN	2014	1FA6P0HD8E5398300	10/22/21	TN	\$10,000.00	Purchased Pre-Owned
Mary Abbott	TN	2013	3FA6P0HR9DR115653	5/9/22	TN	\$9,973.15	Purchased Pre-Owned
Mary Massey	AR	2014	1FA6P0G70E5371572	5/19/18	TN	\$18,329.00	Purchased Pre-Owned
Matthew Bollinger	AL	2017	3FA6P0D94HR178347	6/1/19	TN	\$27,000.00	Purchased Pre-Owned
Melissa Louise King & Mark S Thc	TN	2010	3FAHP0HA5AR118600	9/9/2022	TN	\$6,292.20	Purchased Pre-Owned
Melissa McCabe	TN	2014	3FA6P0K96ER151732	12/9/20	TN	\$19,000.00	Leased Pre-Owned
Michael Crockett	GA	2015	3FA6P0H91FR219296	8/29/15	TN	See MSRP, <i>Supra</i>	Purchased New
Neal Lawrence	TN	2012	3FAHP0JG3CR188095	10/2/19	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patsy Scallions	TN	2011	3FAHP0JA9BR220218	2/23/19	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Paula Smith	MS	2015	3FA6P0K95FR283737	8/13/18	TN	\$30,080.08	Purchased Pre-Owned
Rebecca Sellers	TN	2012	3FAHP0HA0CR190484	10/13/2011	TN	\$25,362.80	Purchased New
Rhonda Ogburn	TN	2019	3FA6P0K90KR253782	1/21/21	TN	\$20,731.00	Purchased Pre-Owned
Richard Haynes	TN	2014	3FA6P0H74ER345116	4/20/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Ingle	TN	2016	3FA6P0H74GR210673	2/20/16	TN	\$14,000.00	Purchased New
Rodriquez Pearson	TN	2014	3fa6p0h96er319733	12/1/2020	TN	\$28,000.00	Purchased Pre-Owned
Ross Livergood	TN	2014	3FA6P0H70ER224406	2/1/17	TN	\$21,000.00	Purchased Pre-Owned
Samantha Veneziano	TN	2016	3FA6P0HD3GR238857	6/28/22	TN	\$16,141.26	Leased Pre-Owned
Sandra Cooper	TN	2015	3FA6P0H72FR210900	10/30/2015	TN	\$24,000.00	Purchased New
Sharon H Robinson	TN	2010	3fahp0cg1ar241967	4/5/22	TN	\$8,900.00	Purchased Pre-Owned
Shaun West	TN	2016	3FA6P0HD2GR269419	10/18/19	TN	\$30,000.00	Purchased Pre-Owned
Sheila Cross	TN	2018	3FA6P0G73JR200628	8/28/18	TN	\$20,000.00	Purchased New
Sidney Barnes	TN	2019	3FA6P0D9XKR116913	11/12/20	TN	\$26,000.00	Purchased Pre-Owned
Stacy Harris	TN	2016	3FA6P0HD5GR388047	12/20/22	TN	\$2,839.81	Purchased Pre-Owned
Stephan Latham	TN	2015	3FA6P0HDXFR261471	6/11/15	TN	\$30,095.00	Purchased Pre-Owned
Stephanie Hall	TN	2016	3FA6P0HD3GR240950	10/11/2022	TN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Steve & Cheryl McGaha	TN	2020	3FA6P0HDXLR165206	May 5, 2023	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Steve Haynes	FL	2015	3fa6p0g74fr150202	1/10/14	TN	See MSRP, <i>Supra</i>	Purchased New
Susie Rozier	GA	2011	3FAHP0HA6BR338278	10/10/23	TN	\$8,500.00	Purchased Pre-Owned
Tammy Norris	TN	2013	3FA6P0K91DR278340	8/5/19	TN	\$4,000.00	Purchased Pre-Owned
Tamorra Dawson	TN	2016	3FA6P0HD0GR110222	9/19/15	TN	\$34,874.32	Purchased New
TERRE BURKES	TN	2012	3FAHP0HG6CR216087	2/9/2012	TN	\$25,000.00	Purchased New
Terry Powell	TN	2016	3FA6P0H73GR338029	12/7/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Terry Strange	TN	2014	3FA6P0H78ER164939	4/1/16	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tess Woods	TN	2012	3FAHP0HA1CR404155	3/16/15	TN	\$8, 250.00	Purchased Pre-Owned
Thomas Honeycutt	TN	2017	3fa6p0g72hr193245	5/18/19	TN	\$15,000.00	Purchased Pre-Owned
Tichia Thompson	TN	2015	3FA6P0HR3DR245315	1/15/15	TN	\$26,033.00	Purchased Pre-Owned
Tieshea Newton	TN	2017	3FA6P0H79HR2358288	2/14/23	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tiffany Barker	TN	2017	3FA6P0HD1HR129055	Mar 5, 2020	TN	\$19,000.00	Leased Pre-Owned
Tiffany Miller	AR	2014	3FA6P0H74ER124020	2/25/22	TN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Timothy Lunn	TN	2012	3FAHP0HA3CR184405	10/10/11	TN	\$24,500.00	Purchased New
Toby Rock	KY	2020	3FA6P0D98LR192339	Jun 17, 2023	TN	\$23,675.89	Purchased Pre-Owned
Tony Hoover	TN	2018	3FA6P0HD5JR270670	11/11/23	TN	\$18,877.61	Purchased New
Tosha Gordon	TN	2014	1FA6P0HD8E5368312	7/14/2016	TN	\$19,323.92	Purchased Pre-Owned
Tracy Conte	SC	2016	3FA6P0HD0GR323154	9/13/16	TN	\$32,000.00	Purchased New
Tracy Taylor	TN	2016	3FA6P0H72GR298994	Jul 31, 2022	TN	\$19,000.00	Leased Pre-Owned
Travis Sales	TN	2014	1FADP3K29EL436595	4/22/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Veronica Holder	TN	2011	3FAHP0HA9BR277699	9/17/14	TN	\$12,000.00	Purchased Pre-Owned

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Vicki Cooper Trammell	TN	2013	3FA6P0HR0DR198731	7/1/2017	TN	\$12,000.00	Purchased Pre-Owned
Vicky Tucker	MS	2012	3FAHP0HA3CR179611	10/13/2011	TN	\$25,000.00	Purchased New
William D. Thomas	TN	2011	3FAHP0HA2BR277740	5/15/22	TN	\$7,500.00	Purchased Pre-Owned
William Richards	TN	2010	3FAHP0HG3AR124173	August 2014	TN	\$15,011.02	Purchased Pre-Owned
William Simpson	TN	2018	3FA6P0h78JR264954	12/24/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Williette Stinson	AR	2013	3FA6P0HR0DR138769	4/9/2016	TN	\$17,000.00	Purchased Pre-Owned
Zandra Frazier	TN	2010	3FAHP0HA4AR370645	3/21/18	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jody Meier	TN	2013	3FA6P0D92DR169897	5/26/2016	TN	\$21,222.93	Purchased Pre-Owned
Abigail McInnis	TX	2015	1FA6P0H7XF5114791	4/18/17	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Abresheka White	TX	2010	3FAHP0HA4AR191201	3/19/19	TX	\$5,600.00	Purchased Pre-Owned
Adin Finney	TX	2015	3FA6P0K90FR274850	8/26/22	TX	\$20,500.00	Leased Pre-Owned
Adolph Alvarez	TX	2017	3FA6P0HD3HR378926	11/30/17	TX	\$27,000.00	Purchased New
Ajala Tatum	TX	2014	3FA6P0HD9ER260441	6/14/18	TX	\$19,000.00	Purchased Pre-Owned
Albert Cisneros	TX	2020	3FA6P0HD5LR111196	1/23/23	TX	\$20,199.00	Purchased Pre-Owned
Alejandro Garcia III	TX	2020	3FA6P0HD3LR188164	9/30/2022	TX	\$28,097.97	Purchased Pre-Owned
Alex Brandon	TX	2014	3fa6p0hd2er201599	04/01/2016	TX	\$16,800.00	Purchased Pre-Owned
Alicia Marks	LA	2014	3fa6p0hd9er213989	8/17/20	TX	\$9,000.00	Purchased Pre-Owned
Alicia Porter	TX	2014	3FA6P0K93ER259175	3/13/23	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Allyn Morgan	TX	2016	3FA6P0HD6GR278995	3/24/16	TX	\$28,250.00	Purchased New
Amy Carter	TX	2012	3fAHP0HA3CR395880	6/1/17	TX	\$28,000.00	Purchased Pre-Owned
Andres Vasquez	TX	2012	3FAHP0JA3CR292078	6/8/16	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Payton	TX	2013	3FA6P0G76DR372737	3/10/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anieisia Cole	TX	2016	3FA6P0HDXLR168378	3/1/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Armond Craver	TX	2014	3fa6p0k90er193992	8/3/23	TX	\$18,000.00	Purchased Pre-Owned
Ashley Landreth	TX	2011	3FAHP0HA8BR158803	8/3/19	TX	\$3,500.00	Purchased Pre-Owned
Ashley Nicole Pyle	TX	2011	3FAHP0GA6BR337469	12/3/21	tx	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ashley Rose	TX	2010	3FAHP0HA1AR324593	Feb 25, 2017	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Babs Ervin	TX	2013	3FA6P0HR1DR360320	10/12/2013	TX	\$27,240.00	Purchased New
Ben & Cara Walker	TX	2014	3FA6P0HD0ER211659	9/11/2017	TX	\$11,000.00	Purchased Pre-Owned
Bob Effinger	TX	2018	3FA6P0HD6JR252677	10/31/2018	TX	See MSRP, <i>Supra</i>	Purchased New
Brandon Gordon	TX	2015	3FA6P0HD5FR242987	5/15/2017	TX	\$19,800.00	Purchased Pre-Owned
Brandon Kindlinger	TX	2016	3FA6P0HD8GR380587	1/21/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandy Lachney	TX	2013	3FA6P0HR6DR236382	2/12/16	TX	\$13,867.00	Purchased Pre-Owned
Brenda Jetton	OK	2015	1FA6P0G75F5101982	5/14/15	TX	See MSRP, <i>Supra</i>	Purchased New
Brenda Jimenez	TX	2016	3FA6P0H74GR387448	3/22/2019	TX	\$10,884.00	Purchased Pre-Owned
Brian Williams	TX	2011	3FAHP0HA4BR105645	12/14/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Broderick Mitchell	TX	2015	1FA6P0G78F5116444	9/8/21	TX	\$13,899.00	Purchased Pre-Owned
Bruce Gallegos	NM	2012	3FAHP0JA0CR186557	May 15, 2017	TX	\$12,699.00	Purchased Pre-Owned



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Carmen Garrett	TX	2016	3FA6P0T92GR168903	3/19/19	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Carnell Edmond	AR	2014	3FA6P0H78ER204386	6/6/01	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Carrie Short	TX	2017	3FA6P0H79HR406609	7/19/2017	TX	\$31,250.00	Purchased New
Caterah Webb	TX	2014	3FA6P0K98ER300089	5/1/2019	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Chanel Vasquez	NM	2013	3FA6P0HR0DR257289	7/2/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Warner	TX	2017	3FA6P0G79HR273819	6/27/17	TX	\$26,345.00	Purchased New
Charlotte Taylor	TX	2016	3FA6P0H94GR145065	8/16/23	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chelsea Williams	TX	2015	1fa6p0hd6f5123977	7/18/2018	TX	\$26,000.00	Purchased Pre-Owned
Christopher Cox	TX	2020	3FA6P0CD1LR175257	2/23/23	TX	\$21,000.00	Purchased Pre-Owned
Christopher Ross	TX	2015	3FA6P0HD3FR119933	3/28/23	TX	\$7,333.28	Purchased Pre-Owned
Clayton Sweeney	TX	2018	3fa6p0h77jr156762	6/23/22	TX	\$22,000.00	Purchased Pre-Owned
Courtney Watson	TX	2016	1fa6p0h75g5117986	Feb 22, 2022	TX	\$17,500.00	Leased Pre-Owned
Craig Keener	TX	2014	1fa6p0hd7e5382072	2/1/2018	TX	\$12,000.00	Purchased Pre-Owned
Crystal Gonzales	TX	2015	3FA6P0K92FR143855	8/15/2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Curtis Perry	OK	2013	3FA6P0K92DR188713	4/20/23	TX	\$9,000.00	Purchased Pre-Owned
Danica Riley	TX	2016	3FA6P0HD5GR143328	12/27/20	TX	\$20,000.00	Purchased Pre-Owned
Daniel Esquibel	TX	2015	3FA6P0H72FR137642	5/31/19	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Danny Newby OBO Lois Newby	TX	2017	3FA6P0HD4HR214813	7/27/20	TX	\$12,000.00	Purchased Pre-Owned
Danny Wallace	IL	2013	3FA6P0K91DR370368	9/29/2017	TX	\$20,839.80	Purchased Pre-Owned
David Alonzo	TX	2015	3FA6P0H78FR205720	6/1/2015	TX	\$23,000.00	Purchased New
Dawltan Rawlins	TX	2017	3FA6P0H71HR104814	9/10/16	TX	\$27,500.00	Purchased New
Della McIntosh	TX	2018	3FA6P0G75JR166658	6/11/18	TX	See MSRP, <i>Supra</i>	Purchased New
Delores McCloud	TX	2014	3FA6P0H75ER143742	6/6/18	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Demetria Jackson	TX	2013	3FA6P0H77DR202868	4/30/19	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denesha Noland	TX	2015	3FA6P0H71FR292652	9/18/2022	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denise Johnson	TX	2015	1FA6P0H77F5106289	3/16/20	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dimetra King	TX	2011	3FAHP0HA4BR302718	2/14/14	TX	\$3,500.00	Purchased Pre-Owned
Ebony Morgan	TX	2016	1FA6P0HD4G5112770	4/15/21	TX	\$8,200.00	Purchased Pre-Owned
Ebony Morris	TX	2014	3FA6P0H70ER376878	2/20/19	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Elia Clark	TX	2020	3FA6P0HD5LR168935	7/4/20	TX	\$35,000.00	Purchased New
Eric Murray	OK	2019	3FA6P0K99KR231733	10/21/21	TX	\$25,700.00	Purchased Pre-Owned
Ernesto Garza III	TX	2010	3FAHP0JG7AR309417	March 2021	TX	\$5,000	Purchased Pre-Owned
Esaias Cantu	TX	2010	3FAHP0HA9AR284327	1/1/2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Esmeralda Pena	TX	2014	3FA6P0HD9ER184350	6/4/2017	tx	\$12,000.00	Purchased Pre-Owned
Evangeline Torres	TX	2016	3FA6P0HD8GR350716	11/22/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Fazle Rashid	TX	2017	3fa6p0hd3hr286649	1/15/22	TX	\$18,000.00	Purchased Pre-Owned
Felix Hernandez	TX	2016	3FA6P0HD2GR119259	03/01/2018	TX	\$12,273.16	Purchased Pre-Owned
Gabriel Salazar	TX	2016	3FA6P0H97GR354963	3/23/23	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Gai Black	TX	2016	3FA6P0G75GR213874	10/6/2015	TX	See MSRP, <i>Supra</i>	Purchased New
Gale Berry	TX	2017	3FA6P0HD2HR246420	7/16/18	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Guadalupe Casarez	TX	2010	3fahp0ja7ar320493	6/8/2016	TX	\$19,723.44	Purchased Pre-Owned
Guillermo Alcala	TX	2015	3FA6P0H7XFR257592	11/19/19	TX	\$7,826.13	Purchased Pre-Owned
Hailey Coyac	TX	2013	3FA6P0H70DR322642	5/20/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Harold Lorenz	TX	2014	3FA6P0H73ER123084	2/28/15	TX	\$18,201.75	Purchased Pre-Owned
Ian Hancock	TX	2013	3FA6P0K96DR141779	12/13/15	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ivy Young-Melius	LA	2017	3FA6P0HD1HR352161	1/25/17	TX	\$26,005.00	Purchased New
Jalyn Pope	TX	2014	3FA6P0K97ER207287	8/16/19	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Cartwright	TX	2014	1fa6p0hd5e5369885	9/1/2016	TX	\$17,000.00	Purchased New
Jan Muhsmann	OK	2010	3FAHP0JA7AR336032	6/21/12	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jarrold Boyle	TX	2013	3FA6P0RU9DR286017	1/22/2018	TX	\$20,000.00	Purchased Pre-Owned
Jason Lamboy	PA	2012	3fahp0ha1cr448818	8/19/22	TX	\$25,000.00	Purchased Pre-Owned
Jeremy Lawrence	TX	2016	3fa6p0hd2gr327464	4/9/22	TX	\$17,363.91	Purchased Pre-Owned
Jermaine Spells	TX	2017	3FA6P0H91HR412437	3/20/20	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Smith	TX	2014	3FA6P0HD9ER240867	2/2/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Williams	TX	2013	3FA6P0H98DR238473	10/17/2017	TX	\$26,000.00	Leased Pre-Owned
Jesus Garza	TX	2013	3FA6P0HR7DR117224	6/15/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jewon Davis	AR	2011	3FAHP0JA4BR119300	Aug 14, 2022	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jocelyn Pollick	AL	2014	3FA6P0HD0ER298186	8/12/14	TX	\$18,000.00	Purchased Pre-Owned
John Bennett	TX	2011	3FAHP0HA3BR338240	11/14/18	TX	\$9,000.00	Purchased Pre-Owned
John Carpenter	TX	2010	3FAHP0HA3AR122032	10/9/10	TX	\$23,000.00	Purchased New
John Schlosser	TX	2015	3FA6P0HD8FR263705	Jun 5, 2017	TX	\$14,900.00	Purchased Pre-Owned
John Wise	TX	2011	3FAHP0HA0BR122524	5/22/19	TX	\$6500	Purchased Pre-Owned
Johnny Walker	TX	2016	3FA6P0HD5GR361754	4/24/2021	TX	\$30,990.00	Purchased Pre-Owned
Jonathan Weaver	LA	2016	3FA6P0H78DR119269	5/8/16	TX	\$25,000.00	Purchased New
Joseph Johnson	TX	2015	3FA6P0RU5FR126946	6/6/23	TX	\$18,219.76	Purchased Pre-Owned
Joshua Bennett	TX	2014	3fa6p0k9xer354719	11/10/22	TX	\$11,000.00	Purchased Pre-Owned
Juanita Rivera	TX	2010	3FAHP0HA2AR148296	7/18/18	TX	\$6,800.00	Purchased Pre-Owned
Julian Silva	TX	2016	3FA6P0H7XGR284146	2/20/2022	TX	\$10,000.00	Purchased Pre-Owned
Kamiliyun Reed	TX	2010	3FAHP0HA2AR155359	12/27/23	TX	\$4,500.00	Purchased Pre-Owned
Karen Davis Yates	TX	2015	3FA6P0H75FR304611	3/1/16	TX	\$18,526.00	Purchased Pre-Owned
Kassidey Perez	TX	2018	3FA6P0G70JR186218	Oct 16, 2019	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Katharine Castellanos	TX	2016	3FA6P0HD0GR404171	2/9/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kathleen Ferguson	TX	2010	3FAHP0HA2AR102211	4/17/18	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kathryn Rains	TX	2014	3fa6p0h75er376990	11/22/22	TX	\$4,800.00	Purchased Pre-Owned
Keira Harlan	TX	2013	3FA6P0PU7DR303609	5/15/21	TX	\$19,500.00	Purchased Pre-Owned
Kelly Moore	TX	2011	3FAHP0HG1BR115750	8/3/19	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Kenneth Spoon	TX	2015	3FA6P0H96FR207368	5/15/2021	TX	\$7,300.00	Purchased Pre-Owned
Kenneth Woods	TX	2014	1FA6P0G78E5368810	5/18/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Tanner	LA	2017	3FA6P0HDXHR130432	1/13/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kim Sumrall	TX	2016	3FA6P0HD2GR242947	1/1/19	TX	\$23,000.00	Purchased Pre-Owned
Kimberly Romero	TX	2015	3FA6P0G75FR223920	12/22/21	TX	\$13,000.00	Purchased Pre-Owned
Kristopher Plummer	TX	2020	3FA6P0HDXLR228787	11/10/20	TX	\$38,414.00	Purchased New
Kyle Penwell	TX	2016	3FA6P0HD4GR399265	6/1/2020	TX	\$10,000.00	Purchased Pre-Owned
Lakeitha Wilson	TX	2016	3FA6P0H72GR206752	7/7/21	TX	\$12,000.00	Leased Pre-Owned
LaQuisha Scott	TX	2015	3FA6P0HD0FR233145	10/28/2021	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Lateasha Freeman	TX	2017	3FA6P0HD3HR175325	10/12/2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Latisha Burns	TX	2014	3FA6P0HD2ER376581	3/17/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lillian Johnson	TX	2010	3FAHP0HA6AR324105	4/1/23	TX	\$3,000.00	Purchased Pre-Owned
Lolita Arizola	TX	2015	1FA6P0HD6F5114020	1/1/20	TX	\$24,000.00	Purchased Pre-Owned
Lonnie Ybarbo	TX	2013	3fa6p0h71dr348599	7/24/18	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maria L Ramos	TX	2019	3fa6p0g74kr286520	11/15/19	TX	\$18,000.00	Purchased New
Maria Palacios	TX	2012	3FAHP0JG7CR180629	11/1/2018	TX	\$17,235.00	Purchased Pre-Owned
Marie Hernandez	TX	2016	3fa6p0hd8gr120044	2/1/17	TX	\$30,000.00	Purchased Pre-Owned
Mario Ramos	TX	2016	3FA6P0HD9GR216734	Aug 22, 2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marissa Rodriguez	TX	2013	3FA6P0HR7DR267124	4/16/16	TX	\$19,703.01	Purchased Pre-Owned
Mark Blair	TX	2011	3FAHP0GA3BR337588	9/11/2020	TX	\$5,500.00	Purchased Pre-Owned
Mark Lee	TX	2015	3FA6P0HD1FR225524	Oct 1 2021	TX	\$7,000.00	Purchased Pre-Owned
Marshall Lawrence	TX	2014	3FA6P0H79ER165694	5/14/19	TX	\$13,500.00	Leased Pre-Owned
Mary Barrera	TX	2014	3FA6P0HD6ER114983	11/23/22	TX	\$16,000.00	Purchased Pre-Owned
Mary Helen Cavazos	TX	2016	3FA6P0H7XGR258386	Aug 04, 2016	TX	\$31,146.48	Purchased New
Matilda Beltran	TX	2010	3FAHP0JG9AR246157	12/14/95	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matt & Ruth Meehan	OR	2018	3FA6P0G71JR186177	2/8/2019	TX	\$18,000.00	Purchased New
Matt Bonner (1)	TX	2014	1FA6P0HD4E5388427	5/2/22	TX	\$17,295.00	Purchased Pre-Owned
Matthew O'Connor	TX	2014	3FA6P0H90ER244088	10/3/24	TX	\$17,451.60	Purchased Pre-Owned
Maude Kellett	TX	2015	3FA6P0H92FR205097	6/1/19	TX	\$13,900.00	Purchased Pre-Owned
Megan Christine Tarantino	TX	2015	1FA6P0H75F5128369	4/6/21	TX	\$13,999.00	Purchased Pre-Owned
Melvin Guinyard	TX	2013	3FA6P0H9XDR304389	12/5/13	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Balderston	TX	2016	3FA6P0K96GR302362	1/5/2022	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Davis	TX	2020	3FA6P0D99LR133512	4/10/23	TX	\$18,650.00	Purchased Pre-Owned
Michael Doddridge (1)	TX	2019	3FA6P0D90KR109596	4/17/19	TX	\$24,000.00	Purchased Pre-Owned
Michael Levisay	TX	2017	3FA6P0T9XHR165748	7/20	TX	\$19,600.00	Purchased Pre-Owned
Michelle Rice	TX	2017	3FA6P0HD1HR122140	9/15/17	TX	\$24,000.00	Purchased Pre-Owned
Michelle Schaefer	TX	2013	3FA6P0HR4DR128486	11/17/17	TX	\$24,000.00	Purchased Pre-Owned
Michelle White	TX	2012	3FAHP0JA3CR338797	9/15/2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Mistine Trevino	TX	2014	3FA6P0SU8ER121782	Feb 12, 2021	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Otis Howland	TX	2012	3FAHP0JA1CR205150	8/15/21	TX	\$6,628.24	Purchased Pre-Owned
Pamela Williams	TX	2019	3FA6P0T91KR217131	8/22/20	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Paris Walker	TX	2014	1FA6P0G78E5368810	5/11/23	TX	\$17,000.00	Purchased Pre-Owned
Patricia Venegas	TX	2012	1FAHP3H22CL348297	3/10/23	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Peggy Hart	TX	2012	3FAHP0JA5CR225319	3/9/22	TX	\$6,000.00	Purchased Pre-Owned
Perry Hill	TX	2017	3fa6p0g70hr335155	July 28, 2017	TX	\$23,000.00	Purchased New
Pia Sanders	SC	2012	3FAHP0HA9CR320178	3/8/12	TX	\$21,000.00	Purchased New
Plair Brooks	TX	2016	3FA6P0HD6GR158050	7/20/21	TX	\$20,000.00	Purchased Pre-Owned
Precious Peck	TX	2012	3FAHP0JG8CR413773	8/31/16	TX	\$12,981.00	Purchased Pre-Owned
Quincy Watson	TX	2017	3FA6P0H70HR359437	12/21/2018	TX	\$18,000.00	Purchased Pre-Owned
Quinisha Monroe	TX	2012	3FAHP0HA4CR158167	10/20/22	TX	\$12,000.00	Purchased Pre-Owned
Rachael Moore	TX	2018	3FA6P0HD9JR212593	8/27/22	TX	\$18,873.80	Purchased Pre-Owned
Rachel Holmes	TX	2016	3FA6P0K95GR117607	9/2/2021	TX	\$13,895.00	Purchased Pre-Owned
Ramon Hernandez Jr	TX	2010	3FAHP0HA3AR219392	11/1/21	TX	\$2,500.00	Purchased Pre-Owned
Rayton Webb	TX	2017	3FA6P0HDXHR367017	6/8/22	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Robert Corkren	TX	2018	3FA6P0G71JR203608	4/2/18	TX	\$30,000.00	Purchased New
Robert Salinas	TX	2018	3FA6P0HD8JR127356	1/29/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rodney Cunningham	TX	2012	3FAHP0JA1CR188639	6/7/14	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rodney Curry	TX	2015	3FA6P0H78FR233890	10/10/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ron Owen	TX	2010	3FAHP0HG9AR347723	8/14/16	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ronita Strickland	AR	2016	1FA6P0H78G5100955	8/15/17	TX	\$28,995.00	Leased Pre-Owned
Ruby Gaddis	TX	2011	3FAHP0JG1BR338722	8/23/13	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sammie Frazier	TX	2013	3fa6p0hr8dr163175	12/21/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sandra & Elvis Vela	TX	2011	3FAHP0HA2BR123447	2/15/22	TX	\$12,000.00	Purchased Pre-Owned
Sarah Gibson	TX	2010	3FAHP0HA6AR388337	2/15/2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sasha Madison	TX	2014	1fa6p0hd0e5400136	3/7/22	TX	\$1,200.00	Purchased Pre-Owned
Shana Olguin	TX	2017	3FA6P0HD8HR351396	9/2/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shannon Elzy	TX	2014	1FA6P0HD6E5407267	4/23/22	TX	\$16,995.00	Leased Pre-Owned
Shantava Wilson	TX	2013	3fa6p0hr1dr263988	2/28/2020	TX	\$10,000.00	Leased Pre-Owned
Shaquan Little	TX	2015	3FA6P0HD6ER121142	8/14/18	TX	\$19,000.00	Leased Pre-Owned
Sharon Baldwin	TX	2012	3FAHP0JG5CR145121	5/25/13	TX	\$20,579.36	Purchased Pre-Owned
Sharon Foard	TX	2014	3fa6p0hd5er253731	3/1/18	TX	\$14,000.00	Purchased Pre-Owned
Sheila King	TX	2015	3FA6P0H70FR224052	6/6/15	TX	\$19,932.55	Purchased New
Sherrie Doyle	TX	2014	1FADP3F20EL235677	7/7/22	TX	\$22,000.00	Purchased Pre-Owned
Sienna Monroe-Barajas	TX	2010	3FAHP0HA9AR157822	2/25/2023	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stacy Bolbach	TX	2014	1FA6P0G70E5379266	3/5/18	TX	\$32,000.00	Purchased Pre-Owned
Statyra Eaglin	TX	2010	3FAHP0GA2AR135291	4/5/23	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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Subhash Jain	TX	2010	3FAHP0HA6AR156790	3/9/2023	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Susan Pinabel	TX	2013	3FA6P0G70DR124953	5/1/15	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tami Crawford	TX	2010	3FAHP0HA8AR269172	5/15/23	TX	\$27,566.16	Purchased New
Tamicka Holman	TX	2016	1FA6P0HD2G5133469	9/20/2020	TX	\$16,000.00	Purchased Pre-Owned
Tammy & Ashley Lewis (3)	TX	2016	3FA6P0HD0GR361757	February 20, 2017	TX	\$26,550.85	Purchased Pre-Owned
Tammy McDaniel	TX	2018	3FA6P0HD8JR267116	7/4/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Taneeka Adams	AR	2014	3FA6P0H71ER179802	11/15/19	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tanesha Lewis	TX	2016	3FA6P0HD7GR350366	4/24/2020	TX	See MSRP, <i>Supra</i>	Leased Pre-Owned
Tasha Williams	TX	2016	3FA6P0HD0GR361757	11/16/2021	TX	\$17,450.00	Purchased Pre-Owned
Tatiana Hanssen	TX	2016	3FA6P0HD7GR361738	4/19/2019	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Crawford	TX	2013	3FA6P0H96DR323327	12/9/2023	TX	\$17,000.00	Purchased Pre-Owned
Timothy Fullen	OK	2013	3FA6P0HR7DR360645	4/5/19	TX	\$5,500.00	Purchased Pre-Owned
Timothy Roberts	TX	2017	3FA6P0H72HR244497	9/9/23	TX	\$12,997.13	Purchased Pre-Owned
Tony Gutierrez	TX	2015	3FA6P0H79FR181816	11/2/19	TX	\$28,000.00	Purchased Pre-Owned
Vinson Cowan & Tanya Allen	TX	2014	3FA6P0H77ER118907	07/28/2022	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Walter Holt	TX	2018	3fa6p0h74jr186446	6/9/18	TX	\$27,365.00	Purchased New
Warren T. Merritt	TX	2017	3FA6P0HD7HR251886	12/30/2016	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wesley Calhoun	TX	2017	3FA6P0HD2HR378089	Oct 8, 2021	TX	\$9,300.00	Purchased Pre-Owned
Yvonne Cervantes	TX	2014	3FA6P0HD4ER355344	10/29/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Yvonne Johnson	TX	2015	3FA6P0HD5FR304274	11/15/18	TX	\$17,000.00	Purchased Pre-Owned
Zachariah Faubion	OK	2011	3fahp0haxbr261026	4/15/19	TX	\$9,300.00	Purchased Pre-Owned
Andrew Brinton	UT	2013	3FA6P0HR6DR178502	12/19/2020	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ariah Roth	UT	2014	3fa6p0h78er169901	10/1/16	UT	\$19,000.00	Purchased Pre-Owned
Brenda Seber	CO	2016	3FA6P0H75GR146045	10/5/18	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brenden Mercado	UT	2014	3FA6P0HD9ER316152	6/8/22	UT	\$8,000.00	Purchased Pre-Owned
Brittany Souza	UT	2013	3fa6p0hr5dr254534	8/20/16	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bryson Fenimore	UT	2012	3FAHP0JG1CR163597	11/28/20	UT	\$9,367.43	Purchased Pre-Owned
Christopher Gibson	UT	2017	3fa6p0h7xhr326171	Dec 9, 2022	UT	See MSRP, <i>Supra</i>	Leased Pre-Owned
Darwin Devore	UT	2015	3fa6p0h75fr228968	6/20/22	UT	\$10,000.00	Leased Pre-Owned
Farrah Wagers & Jason Davis	UT	2014	3FA6P0H93ER227284	12/10/2019	UT	\$11,843.72	Purchased Pre-Owned
Gonzalee Jones	OH	2015	3FA6P0H71FR149958	4/13/22	UT	\$16,500.00	Purchased Pre-Owned
Heidi Breitrick	NV	2011	3FAHP0JAXBR261537	1/31/21	UT	\$4,500.00	Purchased Pre-Owned
Kenneth Russo	UT	2013	3fa6p0h76dr312844	10/21/22	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kierstin Hall	NV	2016	1FA6P0HD0G5128755	12/6/18	UT	\$15,240.00	Purchased Pre-Owned
Kimberly Perkins	UT	2016	3fa6p0h7xgr358746	6/1/19	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Leo Shivers	UT	2012	3FAHP0HG6CR264964	2/1/15	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Madisyn Kennedy	UT	2016	3FA6P0H94GR195092	6/11/2022	UT	\$23,200.00	Purchased Pre-Owned
Mary Williams	UT	2016	3FA6P0T92GR186804	8/16/16	UT	\$26,000.00	Purchased New

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Ranae Johnson	UT	2014	3fa6p0h78er278715	9/8/25	UT	\$15,000.00	Purchased Pre-Owned
Rayelle Myers	UT	2014	3FA6P0HD3ER247619	8/28/22	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Richard Arnold	AK	2013	3FA6P0RU8DR360088	8/19/21	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ryana Haveron	UT	2011	3FAHP0JA8BR305941	4/2/21	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sanithvong Thanadabouth	UT	2016	3FA6P0H75GR285477		UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sonya & Brian Spiker	UT	2011	3fahp0kc9br280113	4/1/12	UT	\$27,000.00	Purchased New
Spencer & Shaleece Thatcher	UT	2015	3FA6P0H91FR295097	Sep 19, 2018	UT	\$18,177.44	Purchased Pre-Owned
Stephanie Valdez-Gomez	UT	2016	3FA6P0H98GR404883	4/15/21	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tadd McKay	UT	2014	3FA6P0H95ER338340	10/3/17	UT	\$9,000.00	Purchased Pre-Owned
William Peterson	UT	2016	1FA6P0HD3G5115496	3/10/21	UT	\$13,000.00	Leased Pre-Owned
Anthony Boccarossa	VA	2013	3FA6P0H9XDR134583	6/9/21	VA	\$11,000.00	Purchased Pre-Owned
Ashley Fitzgerald	VA	2014	3FA6P0K94ER320145	7/8/20	VA	\$6,500.00	Purchased Pre-Owned
Audrey Jones	VA	2014	3FA6P0K94ER262232	12/9/19	VA	\$8,000.00	Purchased Pre-Owned
Barbara Scott Anderson	VA	2015	3FA6P0G74FR110444	2/25/17	VA	\$15,500.00	Purchased Pre-Owned
Barbara Wiley	VA	2010	3FAHP0HA0AR115457	8/14/20	VA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Belinda Lowder	VA	2013	3FA6P0H70DR263866	7/18/2017	VA	\$14,370.76	Purchased Pre-Owned
Bryant Parker	VA	2015	3FA6P0HD0FR190569	11/30/15	VA	See MSRP, <i>Supra</i>	Purchased New
Cameron Smith	NC	2013	3FA6P0H95DR236468	9/13/2014	VA	\$23,000.00	Purchased Pre-Owned
Charman Harris	VA	2014	3FA6P0H73ER231687	6/30/19	VA	\$20,000.00	Purchased Pre-Owned
Christie & Daniel Morris	VA	2016	3fa6p0h98gr243547	11/7/2022	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Choate	FL	2016	3FA6P0D94GR129390	9/21/15	VA	\$30,000.00	Purchased New
Dawn Price	NC	2014	1FA6P0H72E5389389	08/01/2016	VA	\$23,000.00	Purchased Pre-Owned
Deborah Mejia	VA	2012	3FAHP0JG7CR349919	5/31/16	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Demetria Tyler	VA	2010	3FAHP0JA5AR265008	May 31, 2015	VA	\$4,500.00	Purchased Pre-Owned
Donald Crumble	VA	2016	3FA6P0HD0GR154365	10/18/23	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gail Stokes	VA	2013	3FA6P0K97DR345913	5/5/20	VA	\$10,999.00	Purchased Pre-Owned
Harvey Lester & Sherri Proffitt	VA	2016	3FA6P0K98GR291770	3/26/2019	VA	\$17,900.00	Purchased Pre-Owned
Jacqueline Wilson	MD	2014	3FA6P0HD6ER118970	3/3/20	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jason Perry	VA	2013	3FA6P0H74DR158134	7/20/19	VA	\$11,000.00	Purchased Pre-Owned
Jennifer Robinson	VA	2016	3FA6P0HDXGR338681	April 1 2023	VA	\$8,220.00	Purchased Pre-Owned
Jessica Bailey	VA	2014	3FA6P0G71ER394677	2/10/2017	VA	\$8,934.26	Leased Pre-Owned
Jill Eberhart	MD	2015	3FA6P0H76FR238909	9/10/2022	VA	\$18,000.00	Purchased Pre-Owned
Joey Babick	VA	2011	3FAHP0HA0BR132180	Oct 6, 2010	VA	\$30,442.64	Purchased New
Jon B & Monica A Johnson	SC	2014	3FA6P0H79ER261485	8/5/15	VA	\$15,646.11	Purchased Pre-Owned
Julie Britt	AL	2014	3FA6P0G73ER265906	4/15/2014	VA	See MSRP, <i>Supra</i>	Purchased New
Krystal Kyle	VA	2016	3fa6p0h79gr120645	08/09/2019	VA	\$18,130.40	Purchased Pre-Owned
Kwanza Hurdle	VA	2012	3FAHP0HG0CR328660	9/30/21	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
LaQueca Tillman	VA	2013	3fa6p0h97dr227951	08/01/2018	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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Letricia Brown	VA	2015	3FA6P0H96FR211629	02/2/2015	VA	\$28,759.19	Purchased New
Melinda Smith	WV	2017	3FA6P0HD7RHR3632121	4/13/21	VA	\$24,000.00	Purchased Pre-Owned
Meneshia Mobley	VA	2014	3FA6P0H7XER363832	6/13/22	VA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Nolan Taylor	VA	2015	1FA6P0H71F5106109	6/15/19	VA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Olivia Puryear	VA	2013	3fa6p0hr4dr111168	6/17/21	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patricia Diggs	VA	2015	3fa6p0hd0fr137855	5/15/15	VA	\$15,000.00	Purchased Pre-Owned
Renee Dillard	VA	2011	3fahp0jg7br289509		VA	\$7,000.00	Purchased Pre-Owned
Renita Baker	VA	2014	1FA6P0H76E5350613	11/18/22	VA	\$11,999.00	Purchased Pre-Owned
Rodney Allen	VA	2013	3FA6P0K90DR259410	3/18/2019	VA	\$15,000.00	Purchased Pre-Owned
Roshonda Nock	VA	2013	3FA6P0HR1DR193859	4/7/21	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Samantha Sigmon	VA	2017	3FA6P0H77HR316620	6/10/20	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sarah Humphries	VA	2016	3FA6P0K90GR249481	Oct 19, 2017	VA	\$17,475.00	Purchased Pre-Owned
Shaquel Heath	VA	2016	3FA6P0HD4ER359930	3/1/19	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sierra Angel	NC	2014	3FA6P0K92ER257515	2/5/22	VA	\$9,713.39	Purchased Pre-Owned
Stacy Timbers	VA	2020	3fa6p0g70lr101803	3/23/21	VA	\$24,000.00	Purchased New
Stephanie Shaw	VA	2013	3FA6P0H78DR364217	3/23/15	VA	\$13,000.00	Purchased Pre-Owned
Sylvester Johnson	VA	2016	3FA6P0HD1GR307738	9/1/21	VA	\$11,149.87	Purchased Pre-Owned
Tammy Clark	VA	2012	3FAHP0HA0CR390653	5/4/12	VA	\$24,500.00	Purchased New
Timothy Towery & Haley Rose Ke	VA	2012	3FAHP0HA2CR429954	7/13/20	VA	\$4500.00	Purchased Pre-Owned
Tquiya Waters	NC	2015	3FA6P0K9XFR218950	1/7/21	VA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Tracey Broadhead	VA	2016	3FA6P0HD2GR331353	10/3/16	VA	\$18,998.00	Purchased Pre-Owned
Trinity Richmond	VA	2013	3FA6P0HR6DR379350	1/17/23	VA	\$9,995.00	Purchased Pre-Owned
Veronica Thompson	VA	2010	3FAHP0HA8AR118140	5/12/21	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wavely Hunt	VA	2011	3FAHP0JAXBR152351	Jun 22, 2017	VA	\$10,500.00	Purchased Pre-Owned
William Huffman	VA	2013	3FA6P0RU9DR257682	3/12/13	VA	See MSRP, <i>Supra</i>	Purchased New
Andrea Dunn	VT	2010	3fahp0hg2ar206136	6/1/21	VT	\$4,800.00	Purchased Pre-Owned
Daniel Parker	VT	2010	3FAHP0JA2AR370279	6/11/22	VT	\$4,900.00	Purchased Pre-Owned
Michael & Darlene Cowdrey	VT	2012	3FAHP0CG3CR405349	7/8/22	VT	\$10,473.15	Purchased Pre-Owned
Aaron Maki	WA	2017	3FA6P0D91HR248662	10/21/18	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Pestrikoff	WA	2012	3FAHP0HA6CR382489	1/4/14	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brady Brewer	AZ	2013	3FA6P0HR3DR285880	9/19/19	WA	\$6,000.00	Purchased Pre-Owned
Chris Turner	WA	2017	3FA6P0HD2HR351202	7/15/17	WA	\$19,999.00	Purchased New
Christopher Seger & Franklin Harr	WA	2013	3FA6P0G71DR196552	3/27/20	WA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Daniel Ramirez	WA	2014	3FA6P0H76ER186339	3/9/18	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Wells	WA	2013	3FA6P0H95DR243419	2/19/22	WA	\$11,998.00	Purchased Pre-Owned
Davon Malbrough	WA	2013	3FA6P0HR4DR285841	9/7/22	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Diane Robinson	WA	2012	3FAHP0CG9CR232856	8/1/2015	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Drew Morrigan	WA	2014	3FA6P0HD3ER164305	8/8/2019	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Dylan Moore	WA	2019	3FA6P0H75KR123521	12/31/22	WA	\$22,000.00	Purchased Pre-Owned
Eric Bond	WA	2016	3FA6P0H71GR195467	3/16/2019	WA	\$18,813.30	Leased Pre-Owned
Erick Rocha	WA	2014	1FA6P0H79E5397182	6/20/23	WA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Francis Riel	WA	2013	3FA6P0D93DR314042	2/26/2022	WA	\$23,109.27	Purchased Pre-Owned
Jacob Gutierrez	WA	2014	3FA6P0RU8ER380309	5/27/20	WA	\$15,607.00	Purchased Pre-Owned
Jeffrey Emens	NV	2015	3FA6P0D94FR270555	7/17/16	WA	\$22,464.00	Purchased Pre-Owned
Jose Ledesma	WA	2014	3FA6P0HD6ER112487	6/14/19	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kyle Nix	WA	2017	3FA6P0D94HR121288	9/20/18	WA	\$25,209.99	Purchased Pre-Owned
Leonard Zellman	WA	2017	3FA6P0H70HR369806	3/15/21	WA	\$14,500.00	Leased Pre-Owned
Lori Tamburro	WA	2010	3FAHP0HA5AR133307	3/22/21	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Manuel Garza	WA	2020	3fa6p0t90lr127700	9/21/23	WA	\$22,483.59	Purchased Pre-Owned
Maureen Kiely	WA	2010	3FAHP0DC7AR411244	Jul 16, 2010	WA	\$28,000.00	Purchased New
Megan Jackson	WA	2016	1FA6P0HD7G5134147	5/28/2016	WA	\$28,259.84	Purchased New
Misty Burger	SC	2016	1FA6P0HD3G5105647	7/17/17	WA	\$23,000.00	Purchased Pre-Owned
Montie Ball	WA	2010	3FAHP0HA6AR211285	4/22/19	WA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Montie Ball (2)	WA	2011	3FAHP0HG5BR212286		WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Raymond Fowler	WA	2017	3FA6P0H71HR374724	6/4/20	WA	See MSRP, <i>Supra</i>	Leased Pre-Owned
Rebekah Dorlarque	WA	2014	1fa6p0hd0e5398954	NOV 2019	WA	\$14,900.00	Purchased Pre-Owned
Robert Elhard	WA	2014	3FA6P0K94ER317035	4/1/20	WA	\$16,500.00	Purchased Pre-Owned
Rodolfo Osuna Ramirez	WA	2015	3FA6P0H72FR119139	6/5/22	WA	\$3,000.00	Purchased Pre-Owned
Tracie Sanders	WA	2016	3FA6P0H74GR235086	Jul 1, 2018	WA	\$17,000.00	Purchased Pre-Owned
Tracy Emory-Hays	CO	2014	3FA6P0HD9ER141207	9/24/18	WA	\$12,000.00	Purchased Pre-Owned
Alex Vanhandel	WI	2015	3FA6P0H72FR124700	5/4/21	WI	\$14,000.00	Purchased Pre-Owned
Andrew Blinkman	WI	2014	1FA6P0HDXE5386164	6/12/16	WI	\$17,000.00	Purchased Pre-Owned
Angela Renier-Lettie	WI	2010	3FAHP0HG5AR214330	4/22/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angela Wiswell	WI	2017	3fa6p0hdxhr241207	1/22/19	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anthony Koterbski	WI	2015	3FA6P0H77FR126250	6/11/19	WI	\$10,000.00	Purchased Pre-Owned
Britan Grimmer	WI	2017	3FA6P0H71HR217761	7/18/18	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carleshia McDonald	WI	2012	3fahp0jg9cr245450	3/5/23	WI	\$13,000.00	Leased Pre-Owned
Cassandra Bartlett	WI	2010	3fahp0jg8ar311791	6/16/2023	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chad Biedrzycki	WI	2011	3fahp0jg0br188649	7/26/13	WI	\$16,000.00	Purchased Pre-Owned
Charles Bolduc	WI	2015	3FA6P0HD8FR220708	3/21/15	WI	\$28,359.65	Purchased New
Cindy Rabine	WI	2015	3FA6P0H75FR237346	3/24/15	WI	See MSRP, <i>Supra</i>	Purchased New
Dena Williams	WI	2014	3FA6P0HD4ER338687	10/10/20	WI	\$10,000.00	Purchased Pre-Owned
Dennis Lindgren (1)	WI	2012	3FAHP0JA7CR256667	11/2/17	WI	\$9,000.00	Purchased Pre-Owned
Dennis Lindgren (2)	WI	2010	3FAHP0HA1AR131666	11/26/2010	WI	See MSRP, <i>Supra</i>	Purchased New
Devon Wiggs	WI	2013	3FA6P0H72DR188412	12/1/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eric Silcock	WI	2012	3FAHP0HA2CR361414	2/8/2020	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Gordon Hulce	WI	2016	1FA6P0H71G5124465	4/25/19	WI	\$13,553.00	Purchased Pre-Owned
Heather Lautenschlager	WI	2016	1FA6P0H72G5127570	2/10/19	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Henry Edward Wincell	WI	2012	3FAHP0JGXCRC362454	4/1/23	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Isaac Sayles	WI	2010	3FAHP0HA0AR163685	2/15/22	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jacob Holm	WI	2013	3FA6P0HR3DR152553	6/9/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Owens	WI	2014	3fa6p0h74er113373	2/15/2016	WI	\$21,614.00	Purchased Pre-Owned
Jean Boston	TN	2019	3FA6P0HD0KR172079	Apr 30, 2019	WI	\$23,635.00	Purchased New
John Nytsch	WI	2016	3FA6P0K90GR142849	Sep 20, 2021	WI	\$21,000.00	Purchased Pre-Owned
John Teweles	WI	2011	3FAHP0KC3BR302896	7/15/18	WI	\$9,800.00	Purchased Pre-Owned
Jon Baier	WI	2015	3FA6P0HD5FR256419	May 17, 2015	WI	\$23,000.00	Purchased New
Kenneth Haynes & Staci Jones	WI	2019	3fa6p0cd1kr238176	12/1/20	WI	\$18,000.00	Purchased Pre-Owned
Kenneth Voss	WI	2013	3FA6P0HR9DR147888	7/1/22	WI	\$6,000.00	Purchased Pre-Owned
Kristina Farina	WI	2013	3FA6P0K90DR101861	8/15/2020	WI	\$10,000.00	Purchased Pre-Owned
Latasha Parr	WI	2011	3FAHP0JG3BR218761	12/1/22	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Laurent Ferrari	WI	2016	3FA6P0K90GR219851	Feb 18, 2020	WI	\$16,000.00	Purchased Pre-Owned
Lenwood Christ (2)	WI	2017	3FA6P0G77HR170236	9/24/2016	WI	See MSRP, <i>Supra</i>	Purchased New
Lindsay Gast	WI	2013	3FA6P0HR1DR330363	5/25/16	WI	\$29,367.68	Purchased Pre-Owned
Michael Berge	WI	2015	3FA6P0HD4FR212850	10/6/17	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Vande Voort	WI	2018	3FA6P0HD4JR196030	7/23/20	WI	\$16,000.00	Purchased Pre-Owned
Michelle & Dalila Ochoa	WI	2012	3FAHP0HA4CR281564	Aug 15, 2019	WI	\$5,000.00	Purchased Pre-Owned
Nicole Washington	WI	2015	3fa6p0h70fr159347	10/23/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Norma Vazquez	WI	2012	1fahp3h26cl277542	12/9/22	WI	\$20,000.00	Purchased Pre-Owned
Renee Lange	WI	2012	3FAHP0HA6CR135649	2/28/17	WI	\$12,000.00	Purchased Pre-Owned
Richard Morris	WI	2012	3FAHP0HG9CR119871	Feb 27, 2020	WI	\$7,438.45	Purchased Pre-Owned
Robert Marlowe	WI	2015	1FA6P0HD0F5113400	Mar 10, 2015	WI	\$31,078.48	Purchased New
Sandra LaGrossa (1)	WI	2018	3FA6P0H71JR113731	5/1/20	WI	\$13,500.00	Purchased Pre-Owned
Sandra LaGrossa (2)	WI	2019	3FA6P0HD4KR102567	2/9/2023	WI	\$20,500.00	Purchased Pre-Owned
Silvia Jimenez	WI	2016	3FA6P0H78GR358342	6/21/2018	WI	\$14,855.00	Purchased Pre-Owned
Stevie Jamin	IL	2016	3FA6P0HD3GR111395	9/1/13	WI	\$26,000.00	Purchased New
Tanner Malke	WI	2014	3FA6P0D91ER206956	4/1/2016	WI	\$23,000.00	Purchased Pre-Owned
Tristan Hauser	FL	2011	3FAHP0HA1BR155192	12/15/19	WI	\$3,500.00	Purchased Pre-Owned
William Boda	WI	2013	3FA6P0HR8DR142519	Mar 07, 2018	WI	\$14,000.00	Purchased Pre-Owned
Alonzo & Freda Church	WV	2014	3FA6P0HD3ER109188	4/15/15	WV	\$23,000.00	Purchased Pre-Owned
Brad Smith	FL	2012	3FAHP0HA7CR410235	4/2/14	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brian Shelton	WV	2018	3FA6P0HD4JR279649	3/5/2023	WV	\$18,000.00	Purchased Pre-Owned
Christopher Dillon	OH	2016	3FA6P0HD1GR339525	Jun 11, 2017	WV	\$18,000.00	Purchased Pre-Owned
Cody & Melissa Elliott	WV	2016	3FA6P0H77GR209727	12/30/20	WV	\$15,176.10	Purchased Pre-Owned
Cody Sprouse	WV	2017	3FA6P0H7XHR213482	2/18/23	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Debra Balis	WV	2014	1FADP3F25EL174472	9/6/2022	WV	\$7,550.00	Purchased Pre-Owned
Debra Derby	WV	2012	3FAHP0GA1CR261063	6/15/17	WV	\$6,500.00	Purchased Pre-Owned
Elizabeth Staten	KY	2019	3FA6P0CD5KR233630	9/8/23	WV	\$21,000.00	Purchased Pre-Owned
Heather Plants	WV	2010	3FAHP0JG8AR215918	7/6/21	WV	\$2,500.00	Purchased Pre-Owned
Jean Droz	TX	2011	3FAHP0HA2BR232538	6/29/11	WV	\$23,940.06	Purchased New
Jeannie Rose	WV	2015	3FA6P0H76FR290647	5/5/22	WV	\$7,899.00	Purchased Pre-Owned
Jerry Means	WV	2013	3FA6P0G7XDR127200	4/14/21	WV	\$6,500.00	Purchased Pre-Owned
Jessica Brown OBO Barry Brown	WV	2017	3FA6P0HD0HR333829	Jul 27, 2018	WV	\$25,091.77	Purchased Pre-Owned
John Fleshman	WV	2017	3FA6P0D95HR208732	12/15/2022	WV	\$33,000.00	Purchased Pre-Owned
Kathy Eckes	WV	2020	3fa6p0hd4lr197536	1/3/21	WV	\$28,000.00	Purchased New
Kimberly Bailey	WV	2013	3FA6P0HR6DR220473	7/20/20	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kimberly Burns	WV	2014	3FA6P0H97ER199845	Aug 15, 2015	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kimberly Gibson & Danny Burns	WV	2010	3FAHP0HA0AR323757	5/12/10	WV	\$20,000.00	Purchased New
Laura Ann & Thomas Madison Wa	MD	2017	3FA6P0T95HR404414	10/26/18	WV	\$25,000.00	Purchased Pre-Owned
Lindsey Pickens	WV	2014	3FA6P0HDXER253661	8/28/20	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lisa Elmore (1)	WV	2010	3FAHP0HA4AR165973	11/1/2021	WV	\$5,000.00	Purchased Pre-Owned
Lisa Elmore (2)	WV	2011	3FAHP0HA0BR177376	11/18/2021	WV	\$5,200.00	Leased Pre-Owned
Marlene Mccauley & Jeffrey B. Fie	WV	2010	3fahp0ha4ar303060	3/1/22	WV	\$8,000.00	Purchased Pre-Owned
Mary A Nunan	VA	2012	3fahp0ha1cr400901	8/15/21	WV	\$7,500.00	Purchased Pre-Owned
Michael Leonard	SC	2020	3fa6p0g72lr135368	4/15/20	WV	\$23,000.00	Purchased New
Michael Nuzum	WV	2017	3FA6P0H72HR378068	9/21/22	WV	\$17,990.00	Purchased Pre-Owned
Paula Rickard	WV	2010	3FAHP0HG5AR280845	7/11/19	WV	\$25,750.00	Purchased New
Phyllis Smith	KY	2015	3FA6P0HD0FR212215	august 2019	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ralph Washington	WV	2011	3FAHP0JA4BR185880	2/13/17	WV	\$6,000.00	Purchased Pre-Owned
Rebecca Mills	WV	2012	3FAHP0HA0CR371830	6/8/23	WV	\$13,500.00	Purchased Pre-Owned
Sandra Vance	WV	2011	3FAHP0HA4BR153727	5/13/2013	WV	\$23,000.00	Purchased New
Shannon Peoples	WV	2016	3fa6p0h77er133309	4/15/2019	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tammylinn Pauley	WV	2016	3fa6p0d94gr312952	10/22/2022	WV	\$34,999.34	Purchased Pre-Owned
Terry R Dunbar	WV	2011	3FAHP0HA1BR260587		WV	\$2,500.00	Purchased Pre-Owned
William Vincent	WV	2013	3FA6P0G76DR383995	11/8/19	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amber Lorenz	WY	2018	3FA6P0G71JR260312	5/18/23	WY	\$25,836.00	Purchased Pre-Owned
Kyle Walker	WY	2014	3FA6P0D97ER241422	4/25/21	WY	\$11,500.00	Purchased Pre-Owned

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Katrena Betts	AK	2015	1FMCU9GX8FUB97117	4/20/21	AK	\$16,834.88	Purchased Pre-Owned
Alice Allen	AL	2012	1FMCU0EG2CKB84207	02/8/2022	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandy Hutto	AL	2015	1FMCU0GX7FUB11999	8/7/23	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Daniel Jones	AL	2016	1FMCU0J91GUA80843	12/28/19	AL	\$15,998.00	Purchased Pre-Owned
Dianne Payne	AL	2019	1FMCU0HD8KUB45643	8/15/19	AL	See MSRP, <i>Supra</i>	Purchased New
James Wiley	AL	2013	1fmcu0h91duc47123	1/24/13	AL	\$34,000.00	Purchased Pre-Owned
Jody Loudermilk (2)	AL	2013	1fmcu0hx9dub47463	5/6/2023	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Sexton	AL	2019	1FMCU0HD1KUA87441	Jan 6, 2020	AL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matthew Flint	AL	2014	1FMCU0GX4EUE07514	7/31/22	AL	\$9,718.26	Purchased Pre-Owned
Michael Quilliams	AL	2016	1FMCU0GX6GUC33982	4/23/16	AL	\$41,636.88	Purchased New
Micheala Haynie	AL	2015	1FMCU0G92FK142748	12/11/14	AL	\$20,000.00	Purchased New
Misty Melton	AL	2019	1FMCU0F75KUA67223	10/1/2019	AL	See MSRP, <i>Supra</i>	Purchased New
Rickey Moses	AL	2014	1FMCU0F71EUD98501	12/15/13	AL	\$23,000.00	Purchased New
George Agyeah	AR	2016	1FMCU9G93GUA31753	4/18/22	AR	\$12,700.00	Purchased Pre-Owned
George Agyeah (2)	AR	2013	1FMCU0GX8DUC23269	1/28/2023	AR	\$10,200.00	Purchased Pre-Owned
Janette Jones	AR	2019	1FMCU0GD8KUB46924	8/20/19	AR	See MSRP, <i>Supra</i>	Purchased New
Katherine Goodwin	AR	2017	1FMCU0J97HUC56098	Nov 1, 2021	AR	\$15,000.00	Purchased Pre-Owned
Kendra Baker	MO	2014	1FMCU0F73EUC10013	3/18/21	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kendrick Clark & Jessica May	AR	2017	1FMCU9J95HUC94773	5/5/2020	AR	\$15,210.00	Purchased Pre-Owned
Lorenia Berg	AR	2011	1FMCU0EG6BKB63651	1/5/24	AR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lyn Craig	MO	2014	1FMCU9G98EUE51697	11/2/19	AR	\$17,000.00	Purchased Pre-Owned
Bert Koutsuikos	AZ	2014	1FMCU0J91EUA38976	5/2/20	AZ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gary Parton	AL	2014	1FMCU0JX9EUA40344	6/13/15	AZ	\$26,995.00	Purchased Pre-Owned
Jessica & John Powaserys	TX	2020	1FMCU9G69LUA35774	11/21/19	AZ	See MSRP, <i>Supra</i>	Purchased New
Jonathan Newton	WI	2014	1FMCU0GX0EUB81763	11/30/22	AZ	\$14,337.00	Purchased Pre-Owned
Kristina Bujnowski	AZ	2019	1fmcu0gd5kub05019	11/21/20	AZ	\$23,887.00	Purchased Pre-Owned
Larry Asher	AZ	2013	1FMCU0G9XDUB40220	4/8/22	AZ	\$16,000.00	Purchased Pre-Owned
Mark Gravanda	AZ	2014	1FMCU0F7XEUD58577	6/6/14	AZ	\$20,222.85	Purchased Pre-Owned
Ballard Lowery	CA	2015	1fmcu0gx7fub65626	8/19/19	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brett Davis	CA	2013	1fmcu0hx0duc46284	7/1/19	CA	\$12,000.00	Purchase Pre-Owned
Carlos Barrios	CA	2019	1FMCU0GD1KUB04773	2/22/22	CA	\$26,600.00	Purchased Pre-Owned
Dawn Kaiser	CA	2019	1FMCU9J97KUA36293	1/24/22	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Deborah Gillespie	CA	2017	1FMCU0G9XHUB81582	5/31/20	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dewayne Coleman	CA	2018	1fmcu0gd0jud07927	11/6/20	CA	\$12,000.00	Purchased Pre-Owned
Dhaman Gill	CA	2017	1FMCU0F71HUE54893	7/11/17	CA	\$24,570.00	Purchased New
Elizabeth Fox	CA	2017	1FMCU0F7XHUA23727	6/1/18	CA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Eric Blocker	IA	2011	1FMCU9D74BKA65417	11/4/14	CA	\$25,550.00	Purchased New
Frank Wells	CA	2013	1fmcu0gxxdua30508	1/9/19	CA	\$9,200.00	Purchased Pre-Owned

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James Gordon	CA	2018	1FMCU0GD2JUA90784	7/30/21	CA	\$22,000.00	Purchased Pre-Owned
Jane Taylor	WA	2014	1FMCU0GX4EUC85334	4/4/14	CA	See MSRP, <i>Supra</i>	Purchased New
Jeanette Espana	CA	2014	1FMCU0GX4EUE40948	10/10/2023	CA	\$16,586.30	Purchased Pre-Owned
Jeffrey Brice	TX	2014	1FMCU0J9XEUD51511	9/1/19	CA	\$18,000.00	Purchased Pre-Owned
Jill Hoffman	CA	2018	1FMCU0F75JUA86529	12/13/21	CA	\$43,303.00	Purchased Pre-Owned
Joanne Warford	CA	2017	1FMCU0JD8HUE37330	7/4/2017	CA	\$32,000.00	Purchased New
Karen Rokosz	CA	2010	1FMCU0D70AKA05192	6/15/13	CA	\$13,000.00	Purchased Pre-Owned
Kimberly Lecaros	CA	2013	1FMCU0H90DUA41260	2/18/16	CA	\$16,999.00	Purchased Pre-Owned
Nathan Sifford	CA	2014	1FMCU0G98EUD94056	Feb 7, 2015	CA	\$28,545.00	Purchased New
Norma Del Toro	CA	2016	1FMCU0GX0GUB83242	6/12/20	CA	\$37,551.52	Purchased Pre-Owned
Paul Rakoczy	NY	2014	1FMCU0G99EUE53650	08/01/2017	CA	\$15,000.00	Purchased Pre-Owned
Robert L Saragosa	CA	2013	1FMCU0F79DUC48389	2/3/21	CA	\$15,000.00	Purchased Pre-Owned
Sam Blumen	TX	2017	1FMCU0J98HUF08764	9/30/17	CA	See MSRP, <i>Supra</i>	Purchased New
Scott Cooper	CA	2014	1FMCU0JX3EUB64397	3/8/19	CA	\$16,000.00	Purchased Pre-Owned
Steve Guillory	CA	2015	1FMCU9GXXFUC65420	8/21/19	CA	\$13,195.00	Purchased Pre-Owned
Suzanne Ray	CA	2013	1FMCU0F74DUC93868	10/15/2020	CA	\$7,500.00	Purchased Pre-Owned
Taje Gill	CA	2017	1FMCU0F71HUE54893	7/1/17	CA	\$32,000.00	Purchased New
Tracey Larkins	CA	2015	1FMCU0GX2FUC43679	1/1/20	CA	\$16,000.00	Purchased Pre-Owned
Brandon & Casey Dills Odonnell	CO	2012	1FMCU0D75CKB69833	5/19/22	CO	See MSRP, <i>Supra</i>	Leased Pre-Owned
Caroline Nez & Jimmy Begay	NM	2010	1FMCU0EG2AKC43995	May 2019	CO	\$15,000.00	Purchase Pre-Owned
Frank Pepin	AR	2015	1FMCU9GX4FUC35989	6/10/15	CO	See MSRP, <i>Supra</i>	Purchased New
Janette Strawbridge	CO	2014	1FMCU0GX5EUD80842	7/15/22	CO	\$13,995.00	Purchased Pre-Owned
Lynn Peterson	CO	2017	1FMCU9JD1HUC45557	1/13/23	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Katopodes	CO	2013	1FMCU0GX4DUD25135	11/22/21	CO	\$10,000.00	Purchased Pre-Owned
Sheri Wass	CO	2015	1fmcu9j98fua25017	Jan 4, 2022	CO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barbara Carlson	CT	2010	1FMCU9DG9AKB55158	6/30/12	CT	\$20,000.00	Purchased Pre-Owned
Blaine Ericson	CT	2018	1FMCU9GX7EUD83990	12/10/18	CT	See MSRP, <i>Supra</i>	Purchased New
David & Roseann Togninalli	CT	2014	1FMCU9GX3EUC96751	3/2/17	CT	\$22,828.71	Purchased Pre-Owned
Dawn Koonce	CT	2016	1FMCU9JX9GUB42671	2/1/19	CT	\$19,990.00	Purchased Pre-Owned
Daniel Moore	DE	2016	1FMCU9GX9GUC64423	11/4/22	DE	\$8,950.00	Purchased Pre-Owned
Danielle Gilardi	MD	2013	1FMCU9HXXDUC40920	1/2/2017	DE	\$21,130.80	Purchased Pre-Owned
Michael Corbin	VA	2017	1FMCU9GD9HUC27833	3/1/20	DE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ann DeCelle	FL	2014	1FMCU0GX7EUB40109	3/12/23	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brian Sparks	FL	2016	1FMCU0GX4GUA51522	12/26/18	FL	\$12,987.00	Purchased Pre-Owned
Cedric Johnson	FL	2020	1FMCU0F69LUC38712	10/27/22	FL	\$1,500.00	Purchased Pre-Owned
Charles & Toni Keller	FL	2014	1FMCU0GX5EUA58380	10/19/16	FL	\$20,000.00	Purchased Pre-Owned
Cheryl Gatwood	FL	2014	1FMCU0GX8EUB09807	3/30/22	FL	\$14,883.00	Purchased Pre-Owned
Delsey Ford	MS	2018	1FMCU9GD2JUC13214	3/18/21	FL	\$8,556.50	Purchased Pre-Owned



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Dorothy Skelding	FL	2016	1FMCU0G90GUB67057	4/12/17	FL	\$2,000.00	Purchased Pre-Owned
Elizabeth Gower	FL	2016	1FMCU0GXXGUB31021	July 2018	FL	\$23,550.59	Purchased Pre-Owned
Eric Smith	MI	2017	1FMCU0G92HUC88867	3/9/18	FL	\$17,280.95	Purchased Pre-Owned
Felicia Williams (1)	FL	2013	1FMCU0J97DUA99568	9/10/2021	FL	\$23,000.00	Purchased Pre-Owned
Felicia Williams (2)	FL	2013	1FMCU9H91DUB29741	3/8/2019	FL	\$25,000.00	Purchased Pre-Owned
Giovanny Sornoza	NC	2016	1FMCU0GX3GUC89894	2/3/23	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James E Whitford III	NY	2013	1FMCU0H91DUB43957	10/29/13	FL	\$28,000.00	Purchased New
James Headrick	FL	2014	1FMCU0GX3EUA97873	Jan 4, 2014	FL	\$31,000.00	Purchased New
Judy Mee	FL	2014	1FMCU0JX8EUB76674	11/1/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Judy Souers	OH	2013	1FMCU0F76DUA33083	4/5/17	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Karen Jarman	FL	2013	1FMCU0GX6DUC31788	12/5/16	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenneth Penn	FL	2019	1FMCU0F71KUA90708	5/11/19	FL	\$27,000.00	Purchased New
Kenneth Robitzsch	FL	2013	1FMCU0GX8DUC88459	4/15/21	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kimberly Peru	VA	2014	1FMCU0J90EUE47339	4/5/2021	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Luis Felipe Humberg	FL	2015	1FMCU0GX4FUC60869	6/15/17	FL	\$17,000.00	Purchased Pre-Owned
Mary Scottie	FL	2019	1FMCU0J96KUA38807	8/22/22	FL	\$29,000.00	Purchased Pre-Owned
Maryellen Freist	FL	2014	1FMCU0JX8EUB93636	12/11/20	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matthew Marich	FL	2015	1fmcu0gx6fuc74546	7/22/15	FL	See MSRP, <i>Supra</i>	Purchased New
Melanie Bishov	NJ	2013	1FMCU0HX6DUB47453	Jan 10, 2018	FL	\$20,613.78	Leased Pre-Owned
Ralph Scaperrotta	FL	2017	1FMCU0GDHXUA0760	6/7/17	FL	\$15,999.00	Purchased Pre-Owned
Richard Flynn	FL	2014	1FMCU0F71EUC16618	4/7/14	FL	\$25,000.00	Purchased New
Ronnie Trower	FL	2014	1FMCU0J94EUE24243	10/28/16	FL	\$19,000.00	Purchased Pre-Owned
Rose Rogers	FL	2016	1fmcu0gx0gub20190	10/10/15	FL	See MSRP, <i>Supra</i>	Purchased New
Sheila Hess	FL	2015	1FMCU0JX1FUB16477	6/12/21	FL	\$14,994.00	Purchased Pre-Owned
Steven and Penny Nowaczyk (1)	FL	2020	1FMCU0G63LUC06157	4/16/22	FL	\$36,000.00	Purchased Pre-Owned
Tara Gray	PA	2013	1FMCU9GX5DUA77949	11/20/20	FL	\$9,800.00	Purchased Pre-Owned
Tracy Naters	FL	2017	1FMCU0GD7HUC84575	12/8/18	FL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wayne Smith	FL	2018	1FMCU0GD6JUA02206	3/15/22	FL	\$29,000.00	Purchased Pre-Owned
Andrew Evans	GA	2015	1FMCU0JX4FUA36512	9/27/20	GA	\$13,900.00	Purchased Pre-Owned
Billy Meneese	GA	2014	1FMCU0JX2EUA57096	10/31/19	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bryan Turner	GA	2016	1FMCU0JX2GUB68606	8/30/19	GA	\$24,000.00	Purchased Pre-Owned
Cande Taylor	GA	2015	1fmcu0g7xfub87698	7/7/15	GA	See MSRP, <i>Supra</i>	Purchased New
Carla Aylesworth	GA	2016	1FMCU0JX0GUC34473	4/15/16	GA	\$28,707.00	Purchased New
Carrie Owen	GA	2018	1FMCU0G98JUB62521	2/9/22	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Donald Smith	GA	2016	1FMCU0GX8GUC18657	6/26/16	GA	\$21,425.00	Purchased New
Duane Smith & Mary Pruitt	GA	2018	1FMCU0J94JUB03314	10/14/21	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Emily Midla	GA	2015	1FMCU0JX1FUA98787	5/13/22	GA	\$17,900.00	Purchased Pre-Owned
Gail Middlebrooks	GA	2020	1FMCU0G62LUA59829	12/28/22	GA	\$21,000.00	Purchased Pre-Owned

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Gregory Green	GA	2019	1fmcu9j9xkub71090	5/20/19	GA	\$43,000.00	Purchased New
Jarian Tuttle	GA	2013	1fmcu0gx7dua42020	6/5/23	GA	\$16,000.00	Leased Pre-Owned
John DeMar	GA	2012	1FMCU0D74CKB48715	12/17/22	GA	\$6,000.00	Purchased Pre-Owned
Joseph Quinton	GA	2013	1FMCU0GX6DU059078	6/24/15	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Judy Hartlein	GA	2013	1fmcu0hx4dub05802	6/1/15	GA	\$32,000.00	Purchase Pre-Owned
Julie Russell	GA	2016	1FMCU0GX1GUA17327	09/01/2015	GA	\$29,033.79	Purchased New
Karen Ledford	GA	2012	1FMCU0DG8CKC36215	8/3/12	GA	\$25,047.20	Purchased New
Kayla Avera	GA	2014	1FMCU0GX9EUD14567	2/14/18	GA	\$13,500.00	Purchased Pre-Owned
Kimberly Caldwell & Jerry Caldwell	FL	2015	1fmcu0gx1fub55433	7/2/16	GA	\$20,554.00	Purchased Pre-Owned
Kristina Carter	GA	2016	1FMCU0GX9GUB03243	10/24/15	GA	\$31,514.35	Purchased New
Mary White	GA	2016	1FMCU9GX9GUC33625	4/6/21	GA	\$14,000.00	Leased Pre-Owned
Melisa Acheson	AL	2010	1FMCU0EG1AKD42338	4/11/2016	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Phyllis Dean	GA	2014	1FMCU9JXXEUD66903	8/26/18	GA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Richard Stettner	GA	2017	1FMCU0GD3HUE63874	8/5/17	GA	See MSRP, <i>Supra</i>	Purchased New
Robert Craft (2)	FL	2010	1FMCU0D79AKA01805	4/3/2023	GA	\$6,000.00	Purchased Pre-Owned
Sarah Smith	SC	2014	1FMCU0GX0EUC72435	8/25/2017	GA	\$19,368.15	Purchased Pre-Owned
Sean Kennedy	GA	2012	1FMCU0DG3CKC36302	12/2/23	GA	\$5,200.00	Purchased Pre-Owned
Sherry Smith	GA	2017	1FMCU0GD7HUE00633	6/2/2017	GA	\$22,341.00	Purchased New
Stephen Moon	GA	2014	1FMCU0F75EUA28667	12/15/2023	GA	\$3,600.00	Purchased Pre-Owned
Tangela R Robinson	GA	2014	1FMCU0GX9EUE06178	6/18/14	GA	\$28,000.00	Purchased New
William Ferrell	GA	2016	1FMCU0G71GUA03234	10/30/15	GA	See MSRP, <i>Supra</i>	Purchased New
William Gregg Tillery (2)	GA	2020	1fmcu0g67luc56446	3/1/2020	GA	See MSRP, <i>Supra</i>	Purchased New
Melchor Punzalan	HI	2014	1FMCU0JX1EUD09470	10/15/21	HI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ali Pfadenhauer	IA	2015	1FMCU0J98FUB91887	10/12/19	IA	\$19,000.00	Purchased Pre-Owned
Angie Arndt-Parker	IA	2011	1fmcu9dg7bka87041	5/18/22	IA	\$9,500.00	Purchased Pre-Owned
Daniel Hayslett	IA	2014	1FMCU9J96EUB41430	11/8/16	IA	\$28,000.00	Purchased Pre-Owned
Gayla Myers	IA	2014	1FMCU9JXXEUC18508	10/15/21	IA	\$22,000.00	Purchased Pre-Owned
Jasen Freeman	IA	2016	1FMCU0GX2EUC02922	9/24/2018	IA	\$24,800.55	Purchased Pre-Owned
Jerry Knight	WI	2012	1FMCU9E72CKC80083	10/17/17	IA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Stark	IA	2017	1FMCU0GD7HUC04272	12/17/20	IA	\$14,000.00	Purchased Pre-Owned
John Navara	IA	2017	1FMCU0JD9HUA59146	6/26/20	IA	\$14,500.00	Purchased Pre-Owned
John Shilling	IA	2018	1FMCU9J99JUC07009	Apr 30, 2018	IA	\$42104.00	Purchased New
Karen Kordick-Smith	IA	2016	1FMCU9J91GUA97890	5/25/19	IA	\$21,729.00	Purchased Pre-Owned
Arvin Edward Redding Jr.	CA	2014	1FMCU9J94EUB09348	June 2021	ID	See MSRP, <i>Supra</i>	Purchased Pre-Owned
David Alverson	ID	2010	1FMCU9C78AKC99432	7/15/13	ID	\$17,900.00	Purchased Pre-Owned
Lary Gaythwaite	ID	2016	1FMCU0GX6GUC61703	4/1/21	ID	\$8,000.00	Purchased Pre-Owned
Tom Badgett	ID	2015	1fmcu9g99fuc87913	10/9/18	ID	\$21,000.00	Purchased Pre-Owned
Albert Bower	IL	2018	1FMCU0F74JUA35944	1/2/19	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Alesia Cullen	IL	2018	1FMCU0GD4JUA43160	6/19/22	IL	\$15,211.46	Purchased Pre-Owned
Andrea Jones	IL	2011	1FMCU0C75BKC52078	10/4/24	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Angel Diaz (2)	IL	2020	1FMCU0G66LUA26123	7/3/20	IL	\$35,923.24	Purchased New
Anita Wilkin	IN	2018	1FMCU0F70JUC70289	2/15/19	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Anthony Craig	IN	2015	1FMCU0JX9FUB60419	4/18/18	IL	\$20,338.56	Purchased Pre-Owned
Anthony Grubb	IL	2017	1FMCU0GD2HUB28136	12/29/21	IL	\$19,000.00	Purchased Pre-Owned
Arnold Jeffers	IL	2013	1FMCU9J98DUC14473	8/10/19	IL	\$12,000.00	Purchased Pre-Owned
Ashley Lynch	IN	2014	1FMCU0F76EUB77041	6/6/17	IL	\$14,000.00	Purchased Pre-Owned
Ashlie Brinkman	IL	2020	1FMCU0H64LUA76727	11/7/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
B Susan Marten (2)	IL	2017	1FMCU0GD3HUA91582	8/26/2019	IL	\$22,124.00	Purchased Pre-Owned
Benito Lugo	IL	2015	1FMCU9GX2FU800902	2/10/18	IL	\$25,919.00	Purchased Pre-Owned
Bill & Pamela McKinney	IL	2013	1FMCU0H98DUB51974		IL	See MSRP, <i>Supra</i>	Purchased New
Bobbie Hunter	IL	2018	1FMCU9HDXJUB40026	12/2/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brian & Renee Cobb	IL	2014	1fmcu9gxexuc60572	11/20/2022	IL	\$14,124.00	Purchased Pre-Owned
Carly Ringo	IL	2018	1FMCU9GD6JUB99544	5/10/2018	IL	\$29,900.00	Purchased New
Christina A Timm	TX	2015	1fmcu0gx9fua30566	6/11/23	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher & Diane Gilhooly	IL	2017	1FMCU0GD5HUB19933	2/28/20	IL	\$15,225.00	Purchased Pre-Owned
Christopher Vazquez	IL	2013	1FMCU0F76DUA91579	6/6/22	IL	\$15,441.00	Purchased Pre-Owned
Cindy & Jan Simpson	IL	2016	1FMCU0GX2GUA23153	1/11/17	IL	\$17,000.00	Purchased Pre-Owned
David & Dawn Siebrasse	IL	2014	1FMCU0GX4EUA21238	May 2016	IL	\$22,000.00	Purchased Pre-Owned
David House	IL	2015	1FMCU9GX0FUC29042	5/20/19	IL	\$15,000.00	Purchased Pre-Owned
David Pope	IL	2014	1FMCU0GXXEUB97095	4/1/20	IL	\$12,000.00	Purchased Pre-Owned
Dawn Mott	IL	2017	1FMCU0G92HUA25617	10/28/22	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Deborah Darr	IL	2015	1FMCU0GX6FUA25700	10/13/18	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denis O'Donoghue	IL	2013	1FMCU9HX7DUD87292	10/10/14	IL	\$27,600.00	Purchased Pre-Owned
Fred Lusch	TX	2015	1FMCU0G98FUA88671	12/26/15	IL	\$24,000.00	Purchased New
Gordon Hinckle	MI	2013	1fmcu9h9xduc63809	7/15/19	IL	\$13,000.00	Purchased Pre-Owned
James & Linda Hoogstraet	IL	2015	1FMCU0G77FUC07275	6/9/15	IL	\$25,615.00	Purchased New
James Ward	AL	2016	1FMCU0GX1GUC67179	Aug 24, 2016	IL	\$12,500.00	Purchased Pre-Owned
Jay Ringo & Virginia Smolich	IL	2017	1FMCU9GD4HUE22917	8/27/20	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jayne McAlexander	IL	2013	1FMCU0F72DUD65585	3/3/21	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeanette Dixon	IL	2020	1FMCU0H61LUB07724	7/7/20	IL	See MSRP, <i>Supra</i>	Purchased New
Jeffrey McGray (1)	IL	2014	1FMCU0G99EUA36027		IL	\$20,000.00	Purchased Pre-Owned
Jeffrey McGray (2)	IL	2017	1FMCU9J92HUB38531	8/28/2021	IL	\$20,000.00	Purchased Pre-Owned
JoAnn Avants	IL	2013	1FMCU0GX3DUC60746	8/24/15	IL	\$32,912.25	Purchased Pre-Owned
John Holloway	IL	2016	1FMCU0GX0GUA18775	5/1/20	IL	\$9,775.78	Purchased Pre-Owned
Josefina Darnall	IL	2018	1FMCU0GD7JUB98561	Feb 18, 2020	IL	\$27,590.00	Leased Pre-Owned
Judy Defrancisco	IL	2011	1FMCU0D73BKA15913	8/9/23	IL	\$6,000.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Kim Bartel	WI	2011	1FMCU0DGXBKC17079	1/5/17	IL	\$18,000.00	Purchased Pre-Owned
Lance Sandy	IL	2013	1FMCU9HX5DUD77926	2/15/20	IL	\$11,895.72	Purchased Pre-Owned
Laura Schweitzer-Tobolaski	IL	2013	1FMCU0HX9DUA38548	10/20/23	IL	\$14,000.00	Purchased Pre-Owned
Lauri Chamberlain	IL	2014	1FMCU0F7XEUC82794	10/14/2015	IL	\$15,000.00	Purchased Pre-Owned
Linda Hatfield	IL	2014	1FMCU0JX2EUD22938	5/23/14	IL	\$30,633.00	Purchased New
Linda Turner	IL	2016	1FMCU0GX8GUA26915	2/11/16	IL	\$31,000.00	Purchased New
Louise Cerpa	IL	2013	1FMCU0F79DUC52619	01/01/2023	IL	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lynette Bachman	IL	2013	1FMCU9HXXDUA38644	10/10/12	IL	\$33,288.00	Purchased New
Mark Fontanoza	IL	2014	1FMCU0GX3EUA11395	7/15/20	IL	\$16,000.00	Purchased Pre-Owned
Melissa Boydston	IL	2015	1FMCU9GX6FUB64052	8/1/22	IL	\$16,000.00	Leased Pre-Owned
Michele Huston	IL	2010	1FMCU0D70AKA52626	2/19/22	IL	\$23,700.00	Purchased New
Michele Lawson	IN	2016	1fmcu0gx0guc52883	Mar 08, 2016	IL	\$30,000.00	Purchased New
Mike & Carolyn Neale	IL	2014	1FMCU0J99EUC83086	6/16/14	IL	See MSRP, <i>Supra</i>	Purchased New
Perry Humphrey	IL	2016	1fmcu9j9xgua77623	Aug 24, 2018	IL	\$23,000.00	Purchased Pre-Owned
Rebecca Turner (2)	IL	2016	1FMCU9GX9GUB94521	7/14/18	IL	\$25,295.75	Purchased Pre-Owned
Rhonda Valluzzi Kramp	IL	2014	1FMCU0GX8EUC17408	2/1/17	IL	\$6,700.00	Purchased Pre-Owned
Robin Denekas	IL	2016	1FMCU0G98GUB32685	3/22/19	IL	\$20,000.00	Purchased Pre-Owned
Roscoe York	IL	2014	1FMCU0GX4EUA83321	3/31/14	IL	\$24,000.00	Purchased Pre-Owned
Scott Menold	IL	2010	1FMCU9EG9AKA09521	8/28/09	IL	See MSRP, <i>Supra</i>	Purchased New
Scott Shaw	IL	2014	1FMCU0JX8EUB98044	1/2/20	IL	\$16,000.00	Purchased Pre-Owned
Sheryl Meehan	IL	2019	1FMCU0HD4KUA51016	4/10/18	IL	\$31,383.00	Purchased New
Annette Sullivan	IN	2014	1fmcu9jx6eue11111	5/1/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cheryl A Adams	IN	2018	1FMCU0F74JUA82035	1/8/21	IN	\$16,051.09	Purchased Pre-Owned
Chris & Nick Enlow	IN	2015	1FMCU0JX5FUB47411	7/25/17	IN	\$21,475.00	Purchased Pre-Owned
Christina Brewer	SC	2015	1FMCU0G79FUC73083	11/1/20	IN	\$9,000.00	Purchased Pre-Owned
Christina Kriete	IN	2016	1FMCU9J90GUC23107	4/28/21	IN	\$24,000.00	Purchased Pre-Owned
Connie Wheeler	IN	2012	1FMCU0E76CKC40374	8/12/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Crystal Trotter	IN	2015	1FMCU0J91FUA19863	2/20/19	IN	\$16,000.00	Leased Pre-Owned
David Taylor	IN	2016	1FMCU9GX4GUC45245	4/20/20	IN	\$14,683.00	Purchased Pre-Owned
Dustin Moore	IN	2010	1fmcu0d74aka05681	8/12/22	IN	\$800.00	Purchased Pre-Owned
Eldon Chupp	IN	2013	1FMCU9H96DUC88352	10/7/23	IN	\$6,000.00	Purchased Pre-Owned
Francie Kimberling & Greg Arnold	IN	2016	1fmcu0g73gub13377	1/13/19	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gary Bullock	IN	2013	1FMCU0H94DUC44488	10/9/18	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ginger Miller	AL	2014	1FMCU0GX4EUD17098	2/16/21	IN	\$7,500.00	Purchased Pre-Owned
James Cherco	IN	2014	1FMCU0JX7EUC74501	6/2/17	IN	\$16,998.00	Purchased Pre-Owned
James Goines	IN	2017	1FMCU0F78HUB13426	2/5/21	IN	\$11,700.00	Purchased Pre-Owned
James Hontz	IN	2014	1FMCU0F77EUC28689	12/2/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Janet M & Melissa Marie Domer	IN	2017	1FMCU0GDHXUC09787	3/23/2019	IN	\$17,800.00	Purchased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Jean Harsany	IN	2017	1FMCU9GD4HUB41555	3/1/2018	IN	\$27,745.00	Purchased New
Jeff Leeke	KY	2014	1fmcu0gx8euc58413	9/21/23	IN	\$8,571.00	Purchased Pre-Owned
Jerald Oezer	IN	2013	1FMCU0GX8DUA80517	4/30/21	IN	\$13,500.00	Purchased Pre-Owned
Jeremy Garner	IN	2014	1FMCU0JX8EUE10585	5/27/15	IN	\$22,850.52	Purchased Pre-Owned
Jessica Wright	KY	2013	1FMCU9HX7DUC60655	1/2/17	IN	\$13,490.00	Purchased Pre-Owned
Judith Ann Weyer	IN	2016	1FMCU0JXXGUB51665	5/21/21	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Karen Umana	IN	2014	1FMCU0GX2EUC02922	4/2/2022	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Karl and Anastasia Rosenow (2)	IN	2017	1FMCU0GD4HUC86851	4/8/22	IN	\$16,590.00	Purchased Pre-Owned
Keith Young	IN	2014	1FMCU0GX3EUE36826	5/29/17	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kelly Satter	IN	2010	1fmcu9eg6akd18203	11/10/22	IN	\$1,800.00	Purchased Pre-Owned
Kendra Russell	KY	2016	1FMCU0F72GUA91177	11/22/18	IN	\$18,600.00	Purchased Pre-Owned
Kevin Moore	IN	2017	1FMCU0JD8HUB54118	9/11/17	IN	\$24,900.00	Purchased New
Mark Colglazier	IN	2014	1FMCU0GX9EUD30364	1/10/13	IN	See MSRP, <i>Supra</i>	Purchased New
Mark Walter	IN	2011	1FMCU9DG1BKA28700	11/13/23	IN	\$3,300.00	Purchased Pre-Owned
Melanie Denton	IN	2015	1FMCU0GX3FUB18464	7/8/17	IN	\$14,089.00	Purchased Pre-Owned
Patricia Burns-Shields	IN	2012	1FMCU0D78CKA03564	3/10/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Peggy Sullivan	IN	2013	1FMCU0GX2DUD35534	4/14/13	IN	\$20,000.00	Purchased New
Rachel Rau (2)	IN	2014	1FMCU0GX5EUC83334	4/1/2016	IN	\$17,000.00	Purchased Pre-Owned
Robert Johnson	IN	2013	1fmcu9g93dud72016	9/15/23	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ronald J. Hinrichs & Deborah G. Fritz	IN	2017	1FMCU9GD4HUD43313	9/2/20	IN	\$18,624.50	Purchased Pre-Owned
Ronald Salpietro	IN	2014	1FMCU0JX8EUC51440	6/22/17	IN	\$19,599.00	Purchased Pre-Owned
Sandra Miller	IN	2012	1FMCU0C70CKB88453	3/12/20	IN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stephen Hamilton	IN	2017	1FMCU0J97HUB46118	9/15/21	IN	\$23,000.00	Purchased Pre-Owned
Steven & Debra Wilkinson	IN	2015	1FMCU9GXXFUB03660	2/23/15	IN	See MSRP, <i>Supra</i>	Purchased New
Tammy Lawson	IN	2014	1FMCU0GX8EUC34631	5/1/17	IN	\$14,000.00	Purchased Pre-Owned
Teri Baskett	IN	2014	1FMCU0JX3EUD79178	8/1/17	IN	\$18,665.00	Purchased Pre-Owned
Terry Turner	IN	2016	1FMCU0GX0GUA22938	10/16/19	IN	\$13,450.00	Purchased Pre-Owned
Vanessa Ball	IN	2016	1fmcu0gx6gua55121	1/11/23	IN	\$23,000.00	Purchased Pre-Owned
Worth & DeLois McKesson	IN	3/13/201	1FMCU0G78FUB60211	Mar 13, 2015	IN	\$26,000.00	Purchased New
Anita Tingle	KS	2014	1FMCU9GXxEUB79846	2/23/22	KS	\$7,500.00	Purchased Pre-Owned
Brigitte Harder	KS	2014	1FMCU9GX3EUD31501	1/24/20	KS	\$10,000.00	Leased Pre-Owned
Clay & Peggy Coyle	KS	2016	1FMCU0G74GUC26609	March 2019	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James & Constance Nelson	KS	2020	1fmcu9j93lub42743	6/1/20	KS	See MSRP, <i>Supra</i>	Purchased New
Jimmie Elliott	KS	2013	1FMCU0GXXDUB25408	10/29/22	KS	\$3,720.00	Purchased Pre-Owned
Joshua & Shauni Ramsey	KS	2016	1FMCU9JX4GUB83046	3/1/18	KS	\$33,000.00	Purchased Pre-Owned
Kathy Clark	KS	2011	1FMCU0E79BKC62125	8/8/23	KS	\$300.00	Purchased Pre-Owned
Kent Henry	KS	2014	1FMCU9J95EUC91237	8/5/17	KS	\$17,000.00	Purchased Pre-Owned
Latricia Franklin	KS	2015	1FMCU0G90FUA80838	1/16/2016	KS	\$24,000.00	Purchased Pre-Owned

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Linda Chandler	KS	2013	1FMCU0HX1DUA81278	5/21/2014	KS	\$18,921.00	Purchased Pre-Owned
Melody Grether	KS	2015	1FMCU0GX0FUB94093	06/15/2015	KS	See MSRP, <i>Supra</i>	Purchased New
Pamela Gaddis	KS	2018	1FMCU0GD8JUB38255	11/23/21	KS	\$14,999.00	Purchased Pre-Owned
Patrick Ponce	AZ	2011	1FMCU0D74BKA98218	4/23/11	KS	\$19,695.00	Purchased New
Richard Finney	KS	2014	1FMCU0J95EUD65459	11/15/19	KS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Billy Isaacs	KY	2014	1FMCU0GX2EUD33462	2/10/23	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brett Houchin	KY	2014	1FMCU9GXXEUC43190	6/6/20	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Speith	KY	2018	1FMCU9J99JUB39858	8/25/20	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cynthia McCombs	KY	2019	1FMCU0HD8KUA88991	3/29/19	KY	\$35,000.00	Purchased New
Danny Lucas	KY	2015	1FMCU0J95FU138870	8/8/23	KY	\$15,540.00	Purchased Pre-Owned
Donna Moor	KY	2014	1FMCU0GX7EUB85681	1/20/16	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Harold Thomas	KY	2018	1FMCU0F78JUA20041	9/21/20	KY	\$15,500.00	Purchased Pre-Owned
James Ford	KY	2017	1FMCU9GD1HUE90141	8/15/23	KY	\$16,000.00	Purchased Pre-Owned
James Magditch	KY	2013	1FMCU0G94DUC02338	11/5/19	KY	\$6,500.00	Purchased Pre-Owned
Jodi Anderson	KY	2015	1FMCU0GX3FUB70502	11/14/14	KY	\$25,540.46	Purchased New
John Harris	KY	2017	1FMCU9GDHXHUB94843	7/21/22	KY	\$24,900.00	Purchased Pre-Owned
Katherine & Peter A Manzoni	KY	2019	1FMCU0F75KUC50024	3/30/20	KY	\$25,200.00	Purchased New
Larry Britt	WV	2014	1FMCU9J92EUC86433	1/12/19	KY	\$11,704.48	Purchased Pre-Owned
Lori Welborne	KY	2013	1FMCU0GX0DUA47527	11/17/20	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lynne Carter	KY	2013	1FMCU0GX6DUA40890	5/16/2015	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Nancy Anderson	KY	2014	1FMCU0GX9EUB43805	3/23/16	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Paul Brown	KY	2016	1fmcu9gx1gub69306	3/15/2023	KY	\$15,000.00	Purchased Pre-Owned
Richard Lyons	KY	2010	1FMCU0DG7AKB03426	12/8/11	KY	\$28,991.63	Purchased New
Rob Early	KY	2013	1fmcu0j94dub07237	2/7/13	KY	\$34,681.00	Purchased New
Robbin Morgan	KY	2015	1FMCU9GX8FUA76409	1/1/20	KY	\$12,500.00	Purchased Pre-Owned
Robert Whitlow	KY	2014	1FMCU0JX0EUC91463	6/21/19	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Russell Daniel	KY	2016	1FMCU0F74GUA94582	1/4/22	KY	\$11,000.00	Purchased Pre-Owned
Shanta Marlow	KY	2013	1FMCU0F74DUD79794	3/16/19	KY	\$14,253.95	Leased Pre-Owned
Sharon Kay Baize	KY	2014	1FMCU0JX5EUD16096	09/15/2021	KY	\$17,235.78	Purchased Pre-Owned
Susan Kellem	IN	2017	1FMCU0GD6HUB28186	3/1/2020	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Teresa Graham	KY	2013	1FMCU0GX4DUD16399	4/26/18	KY	\$20,526.00	Purchased Pre-Owned
Timothy Tower	KY	2011	1FMCU0DG3BKB11802	6/30/17	KY	\$10,500.00	Purchased Pre-Owned
Tony Westerfield	KY	2017	1fmcu9gd2hud54424	11/6/23	KY	\$16,000.00	Purchased Pre-Owned
William & Elizabeth Waters	KY	2013	1FMCU0H95DUD36788	8/12/21	KY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ricky Juanita	LA	2019	1FMCU0F74KUB94562	2/21/19	LA	See MSRP, <i>Supra</i>	Purchased New
Alex & Jessica Wiltz	PA	2015	1FMCU9G99FUA96864	5/1/19	MA	\$19,700.00	Purchased Pre-Owned
Annmarie Coury	MA	2011	1FMCU9EG5BKB94829	1/7/2000	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christian Silva	MA	2017	1fmcu9gd7hua17473	4/21/19	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned



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Christine M & Louis G Rugani	MA	2013	1FMCU9GX3DUA61619	1/19/16	MA	\$12,999.00	Purchased Pre-Owned
David Lattanzio	MA	2013	1fmcu9gx3dud24918	2/16/22	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dionne Gaudet - Riley	MA	2013	1FMCU9H94DUD78728	Feb 2017	MA	\$17,000.00	Purchased Pre-Owned
Douglas Hare	MA	2017	1FMCU0F77HUD80525	12/29/17	MA	See MSRP, <i>Supra</i>	Purchased New
Elizabeth Oldakowski	MA	2013	1fmcu9h91dud72966	1/1/20	MA	\$15,187.00	Purchased Pre-Owned
Geri Manning	RI	2018	1FMUC9G98JUC63577	11/27/19	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffrey Mercedes	MA	2015	1fmcu9gx3fub99874	11/8/2023	MA	\$8,500.00	Purchased Pre-Owned
Marilou Krause	MA	2015	1FMCU9GX0FUA97867	4/6/18	MA	\$15,500.00	Purchased Pre-Owned
Patricia Crane	MA	2010	1FMCU0D78AKA34617	10/15/14	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Gamez	MA	2017	1FMCU9GDXHUB33430	4/14/17	MA	\$27,162.00	Purchased New
Sabino Sullo	MA	2017	1FMCU9GD7HUA35536	4/30/2018	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sandra Weagle	MA	2019	1FMCU9GD7KUA72836	4/8/19	MA	\$29,450.72	Purchased New
Shannon Lake	MA	2012	1FMCU9D70CKB47002	6/16/14	MA	\$19,999.00	Purchased Pre-Owned
Sinead Kiely	MA	2014	1FMCU9GX2EUC86020	2/14/2018	MA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Steven Carey	MA	2017	1FMCU0F79HUC83326	Nov 14, 2018	MA	\$14,500.00	Purchased Pre-Owned
Steven Earl	MA	2014	1FMCU9G96EUD26228	12/11/15	MA	\$19,300.00	Purchased Pre-Owned
Thomas Carter	MA	2019	1FMCU9HD4KUA83517	4/26/19	MA	\$34,000.00	Purchased New
Wesley Boardman	NH	2014	1FMCU9GX0EUB19543	5/15/15	MA	\$17,000.00	Purchased Pre-Owned
Adam Houck	WV	2018	1FMCU9G93JUC41535	11/5/19	MD	\$28,681.97	Purchased Pre-Owned
Brian Johnson	NY	2018	1FMCU0HD8JUB98485	7/16/18	MD	\$29,000.00	Purchased New
Jason Bryant	MD	2014	1FMCU0F70EUB40499	11/7/13	MD	\$22,981.68	Purchased New
Leslie Lusby	MD	2014	1FMCU0GX5EUB56308	1/20/14	MD	\$29,022.62	Purchased New
Michael Gaff	MD	2013	1FMCU9J91DUA27852	1/22/23	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Libber	SC	2015	1FMCU9JX5FUB68067	5/18/15	MD	\$30,000.00	Purchased New
Rick Petersen	MD	2014	1FMCU9GX8EUD69807	10/6/20	MD	\$9,800.00	Purchased Pre-Owned
Ronald Jester	DE	2012	1FMCU9EG8CKB61373	10/9/14	MD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tammy Lomagro	SC	2013	1FMCU0G91DUC59600	9/17/16	MD	\$12,000.00	Purchased Pre-Owned
Travon Williams	MD	2017	1FMCU0GD4HUC37004	10/4/21	MD	\$16,556.00	Leased Pre-Owned
Valerie Hayden	MD	2018	1FMCU9GD5JU278930	7/7/18	MD	See MSRP, <i>Supra</i>	Purchased New
Velma Gaskins	DC	2017	1FMCU9G9XHUC31790	6/17/2017	MD	\$33,320.00	Purchased New
Judith & James Quimby	ME	2015	1FMCU9GX4FUC84576	9/1/19	ME	\$26,410.00	Purchased Pre-Owned
Leon Gould	ME	2015	1fmcu9j9xfua13564	7/20/15	ME	\$36,000.00	Purchased New
Rhonda Barker	ME	2013	1FMCU9GX6DUB33185	8/1/23	ME	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amy Craft	MI	2018	1FMCU9GD3JUA63050	6/9/20	MI	\$26,000.00	Leased Pre-Owned
Angela Fowler & Sydney Fowler	MI	2016	1Fmcu9gx9gub57307	9/5/22	MI	\$6,500.00	Purchased Pre-Owned
Belinda Horton	MI	2014	1FMCU9GX9EUB73813	10/15/21	MI	\$16,000.00	Leased Pre-Owned
Benjamin E Howarth	MI	2018	1FMCU0F78JUA63293	6/15/18	MI	See MSRP, <i>Supra</i>	Purchased New
Brenda Richardson	MI	2013	1FMCU9HXXDUC92919	6/1/18	MI	\$25,000.00	Purchased Pre-Owned

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Brenna Battey	MI	2014	1FMCU0JX7EUE37275	12/8/21	MI	\$13,248.18	Purchased Pre-Owned
Brent Calligan	MI	2015	1FMCU9J97FUA41161	4/9/19	MI	\$16,000.00	Purchased Pre-Owned
Briauna Zimmer	MI	2015	1FMCU0GX9FUC60866	8/2/2021	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bruce Dolph	MI	2016	1FMCU9J95GUC91256	1/29/20	MI	\$24,434.64	Purchased Pre-Owned
Bruce Hamilton	MI	2016	1FMCU0J97GUA27158	6/19/18	MI	\$19,000.00	Purchased Pre-Owned
Carlton Warner	MI	2013	1FMCU9GX0DUB62830	6/5/2021	MI	\$13,872.00	Purchased Pre-Owned
Chad Coplen	MI	2014	1FMCU0JX0EUC07058	8/1/14	MI	\$30,850.00	Leased New
Chadwick Ries	MI	2013	1FMCU0GX6DUA41926	4/7/22	MI	\$33,285.76	Purchased Pre-Owned
Charles Rick	MI	2020	1FMCU9G63LUC63141	9/26/22	MI	\$26,089.95	Purchased New
Charlotte Stephens	MI	2016	1FMCU0GX2GUA37392	9/27/15	MI	\$28,900.00	Purchased New
Cheryl Raymond-Martinez	MI	2018	1FMCU0G96JUB62775	6/24/19	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christian Leverence	MI	2015	1FMCU9G99FUA46272	12/18/20	MI	\$20,000.00	Purchase Pre-Owned
Cindy & David Collins	MI	2014	1FMCU9GXXEU607797	Jan 5, 2019	MI	\$17,550.74	Purchased Pre-Owned
Colleen Bennink	MI	2010	1FMCU9DG5AKA53727	5/10/16	MI	\$10,000.00	Purchased Pre-Owned
Cristina Frisone	MI	2013	1fmcu9hx8dua46452	4/13/13	MI	See MSRP, <i>Supra</i>	Purchased New
Dean Smith	MI	2016	1FMCU0F71GUA03591	11/22/22	MI	\$3,210.00	Purchased Pre-Owned
Deborah Landman	MI	2014	1FMCU0JX6EUB27408	2/15/17	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denise Kemp	MI	2011	1FMCU0E70BKA97629	6/17/17	MI	\$11,000.00	Purchased Pre-Owned
Dennis Benson	MI	2019	1FMCU9HD1KUA82020	6/2/22	MI	\$22,000.00	Purchased Pre-Owned
Dennis Birecki	MI	2016	1FMCU0JX3GUB56965	6/14/18	MI	\$14,000.00	Purchased Pre-Owned
Desirea Singh	MI	2015	1FMCU0G95FUB04471	3/10/2020	MI	\$2,200.00	Purchased Pre-Owned
Donna Hamilton	MI	2020	1FMCU9G64LUC36255	11/19/20	MI	See MSRP, <i>Supra</i>	Purchased New
Douglas & Sheila Lee	MI	2011	1FMCU0D7XBKA94416	8/15/2017	MI	\$18,000.00	Purchased Pre-Owned
Elaine Simons	MI	2016	1fmcu0gx6gua64322	12/19/23	MI	\$7,000.00	Purchased Pre-Owned
Frederick and Nancy Kinsey	MI	2014	1FMCU9GX6EUD46560	10/31/22	MI	\$14,011.65	Purchased Pre-Owned
Gary Erwin & Helen Frances Miles	MI	2016	1FMCU0GX2GUB35984	8/9/15	MI	\$32,000.00	Purchased New
Geraldine Monroe	MI	2018	1FMCU0GD4JUC32617	8/1/19	MI	\$28,000.00	Purchased New
Gerrit Rorye	MI	2011	1fmcu0dg4bkb79865	9/5/17	MI	\$9,900.00	Purchased Pre-Owned
Harold Griswold	MI	2016	1FMCU9GX6GUC67845	10/15/20	MI	\$18,371.52	Purchased Pre-Owned
Heather McComb	MI	2017	1FMCU9GD1HUC15515	4/16/21	MI	\$25,000.00	Leased Pre-Owned
Isabella Beaver	MI	2019	1FMCU9GD1KUA96775	1/28/2019	MI	\$29,000.00	Purchased New
Jack D Passwaters & Frances Karen	MI	2017	1FMCU9G98HUB28531	1/31/16	MI	\$29,500.00	Purchased New
James Pugh	MI	2017	1FMCU0G97HUE34535	10/4/17	MI	\$26,000.00	Purchased New
James Smock	MI	2015	1FMCU9GX4FUB60596	5/15/17	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jeffrey Stott	MI	2019	1FMCU9J99KUA77931	6/22/21	MI	\$29,700.00	Purchased Pre-Owned
Jeneen Hicks	MI	2014	1FMCU9GX1EUD76629	4/27/21	MI	\$6,000.00	Purchased Pre-Owned
Jennifer Sharp	MI	2015	1FMCU9G99FUC44639	10/6/2021	MI	\$10,000.00	Purchased Pre-Owned
Joanne & Ronald Dolinski	MI	2014	1FMCU0GX0EUE37609	8/22/14	MI	See MSRP, <i>Supra</i>	Purchased New

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
John Staniski	MI	2017	1FMCU0GD4HUE91747	1/15/19	MI	\$13,900.00	Purchased Pre-Owned
Jolene Shaw	MI	2017	1FMCU0JD8HUD65366	3/3/20	MI	\$12,000.00	Purchased Pre-Owned
Jonathan LaFond DBA Clinger's Wind	MI	2018	1FMCU9GD5JUC33764	6/8/18	MI	\$27,960.00	Leased New
Joseph Day (1)	MI	2013	1FMCU0G90DUC12784	8/1/13	MI	\$33,000.00	Purchased New
Joseph Day (2)	MI	2021	1fmcu9g62mua28344	8/27/21	MI	\$36,000.00	Purchased New
Julie Campbell	OH	2011	1FMCU0EG3BKA21242	5/28/22	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenneth Taylor	OH	2012	1FMCU0DG2CKC11374	6/21/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kim Wurster	MI	2010	1fmcu9dgxakb66587	5/11/23	MI	\$6,000.00	Purchased Pre-Owned
Kimberly Girdham	MI	2010	1FMCU9DG7AKC92633	6/7/14	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kimberly Hawkins	MI	2013	1FMCU9H98DUA29037	7/17/18	MI	\$18,000.00	Purchased Pre-Owned
Kimberly Hostetler	MI	2016	1fmcu9gx3gub69761	2/4/20	MI	\$32,996.70	Purchased Pre-Owned
Kimberly McAllister	OH	2016	1FMCU0JX6GUC65226	2/18/22	MI	\$9,900.00	Purchased Pre-Owned
Leona Dinnan	MI	2017	1FMCU9GDHXUC39411	11/16/20	MI	\$10,156.00	Purchased Pre-Owned
Linda Diroff	MI	2018	1FMCU0GD7JUA52824	8/26/20	MI	See MSRP, <i>Supra</i>	Purchased New
Lisa Guzzo	MI	2016	1fmcu0gx3gub94641	3/29/18	MI	\$26,037.74	Purchased Pre-Owned
Marissa Gill	MI	2010	1FMCU9D75AKB42438	9/21/2023	MI	\$4,500.00	Purchased Pre-Owned
Mary Etcher	MI	2015	1FMCU0GX2FUB77666	2/28/23	MI	\$18,479.70	Purchased Pre-Owned
Maureen Corio	MI	2013	1FMCU9G9XDUD23184	8/8/21	MI	\$13,000.00	Purchased Pre-Owned
Meagan Kirby	MI	2016	1FMCU0G76GUA78642	10/20/2020	MI	\$15,500.00	Purchased Pre-Owned
Michael Robbins	MI	2014	1FMCU0GX6EUD39362	8/18/19	MI	\$7,900.00	Purchased Pre-Owned
Michelle Poirier (1)	MI	2018	1FMCU9GD4JUB52416	5/4/18	MI	See MSRP, <i>Supra</i>	Purchased New
Michelle Poirier (2)	MI	2019	1FMCU9GD0KUA77666	3/17/2023	MI	See MSRP, <i>Supra</i>	Purchased New
Nancy McFadden	MI	2018	1FMCU9GD8JUA62881	6/1/20	MI	\$22,000.00	Purchased Pre-Owned
Nicholas Ott	MI	2011	1FMCU0C72BKB33064	7/15/11	MI	\$19,995.00	Purchased New
Nikolaus Aron	MI	2014	1FMCU9JX8EUB25549	9/7/2021	MI	\$17,100.00	Purchased Pre-Owned
Oranda May	MI	2013	1FMCU9HX1DUB39071	1/10/2012	MI	See MSRP, <i>Supra</i>	Purchased New
Patricia Johnson	MI	2015	1FMCU0GX5FUB28431	Aug 31, 2015	MI	\$34,000.00	Purchased New
Philip Roney	MI	2014	1FMCU9J92EUC91518	7/5/2019	MI	\$12,000.00	Purchased Pre-Owned
Renee Shiels	MI	2016	1FMCU9G91GUA54223	9/6/18	MI	\$22,200.00	Purchased Pre-Owned
Richard Lovell	MI	2014	1FMCU0JX8EUD16139	11/15/19	MI	\$13,948.69	Purchased Pre-Owned
Ronald Neil	MI	2016	1FMCU0G7XGUC91402	2/7/22	MI	\$20,000.00	Leased Pre-Owned
Ronda Horton (1)	MI	2014	1FMCU0J9XEUB43712	4/7/22	MI	\$18,500.00	Purchased Pre-Owned
Ronda Horton (2)	MI	2013	1FMCU0GX6DUC48817	4/1/2016	MI	\$18,000.00	Purchased Pre-Owned
Rose Stevens	MI	2016	1fmcu9j93guc69823	9/29/2020	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Scott and Cindy Fethke	MI	2016	1fmcu9gx1gua23598	10/15/18	MI	\$14,308.94	Purchased Pre-Owned
Scott Shields	MI	2013	1FMCU0H98DUD81465	11/27/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sheila Armstrong	MI	2016	1FMCU9GX8GUA37739	9/18/17	MI	\$21,814.48	Purchased Pre-Owned
Stephen Schwagle	MI	2019	1FMCU9J96KUA33479	2/21/19	MI	See MSRP, <i>Supra</i>	Purchased New

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Steve Szymik	MI	2014	1fmcu9g90eua31495	6/4/20	MI	\$9,995.00	Purchased Pre-Owned
Steve White & Amy E Van Sickle	MI	2016	1FMCU9GX2GUB93288	8/14/19	MI	\$16,000.00	Purchased Pre-Owned
Steven Koponen	MI	2018	1FMCU9GD7JUC75384	12/21/18	MI	\$19,889.23	Purchased New
Tamonica Keyes & Jamone White Jr	MI	2018	1FMCU0GD4JUA74280	1/6/23	MI	\$18,626.00	Leased Pre-Owned
Terry Aune	MI	2014	1FMCU0JX5EUB96994	march 2015	MI	\$26,892.88	Purchased Pre-Owned
Terry Cotter	MI	2018	1FMCU9GD5JUB41568	3/5/18	MI	See MSRP, <i>Supra</i>	Purchased New
Terry Tyll	MI	2010	1fmcu9dgdgaxkb08513	4/18/18	MI	\$9,000.00	Purchased Pre-Owned
Tom Seelbinder	MI	2015	1FMCU9J95FUB71049	7/9/18	MI	\$21,600.50	Purchased Pre-Owned
Tonia Forney	MI	2018	1fmcu9gd2juc95106	11/26/21	MI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Wayne Townsend	MI	2019	1fmcu9j9xkua33372	9/27/21	MI	\$26,346.00	Purchased Pre-Owned
Candice Bryce	MN	2016	1FMCU9GX6GUB00790	3/22/22	MN	\$16,995.00	Purchased Pre-Owned
Craig Vassar	MN	2020	1FMCU9J95LUA01351	12/16/22	MN	\$24,194.00	Purchased Pre-Owned
Danielle Robb	MN	2015	1FMCU0GX6FUC58329	7/29/21	MN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Greg Young	MN	2015	1FMCU9GXXFUC68169	10/13/18	MN	\$18,000.00	Purchased Pre-Owned
Jennifer Andrews	MN	2016	1fmcu9g95guc59284	12/5/22	MN	\$7,500.00	Purchased Pre-Owned
Jeremy Black	MN	2014	1FMCU0GX1EUD18869	4/29/21	MN	\$14,000.00	Purchased Pre-Owned
Jonathan Noyes	MN	2014	1FMCU9GX5EUC31853	4/12/21	MN	\$6,500.00	Purchased Pre-Owned
Nicolle Amiel	NM	2016	1FMCU9JX5GUC43139	8/20/16	MN	\$33,714.00	Purchased New
Timothy Quast	MN	2013	1FMCU0F72DUD78787	10/25/23	MN	\$7,500.00	Purchased Pre-Owned
Adam Brown	MO	2012	1FMCU9EG4CKA22342	1/25/20	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amanda Gould	MO	2010	1FMCU0D76AKB78165	2/18/22	MO	\$16,000.00	Purchased Pre-Owned
Beverly Brown	MO	2012	1FMCU0EG4CKA75666	11/15/22	MO	\$5,000.00	Purchased Pre-Owned
Brenda Teague	MO	2016	1FMCU0F72GUB97676	Mar 20, 2021	MO	\$12,900.00	Purchase Pre-Owned
Carolyn Davidson	MO	2013	1FMCU0GX5DUB55108	2/18/13	MO	See MSRP, <i>Supra</i>	Purchased New
Charles Ervin	MO	2013	1FMCU0J98DUD85994	8/9/21	MO	\$8,000.00	Purchased Pre-Owned
Charles Jones	MO	2013	1FMCU0F76DUB52218	4/1/13	MO	\$19,000.00	Purchased New
Chriss Pulsifer	MO	2016	1FMCU9G97GUC26738	9/28/17	MO	\$19,000.00	Purchased Pre-Owned
Claudia Kammerich	KS	2019	1FMCU0F70KUA35067	6/7/19	MO	\$26,695.00	Purchased Pre-Owned
Connie Matthews	MO	2015	1FMCU0JX8FUB70956	5/25/17	MO	\$15,000.00	Purchased Pre-Owned
Donald Fisher	MO	2013	1FMCU0F76DUB95697	Jan 22, 2013	MO	\$21,000.00	Purchased New
Gail Flaherty	NJ	2015	1FMCU0GX1FUB61684	7/6/2015	MO	\$32,000.00	Leased New
Geraldine Limon	MO	2014	1FMCU0GX0EUB98241	7/6/2021	MO	\$15,555.00	Purchased Pre-Owned
James Adams	MO	2014	1fmcu9j9xeue25823	11/13/2023	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Janell Irvin	MO	2013	1FMCU0G94DUC35260	12/23/20	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jerri Kasinger	MO	2015	1FMCU9G95FUA11373	12/16/16	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
John Stelbrink	IL	2013	1FMCU9G97DUA02784	9/11/20	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kathleen Nichols	MO	2016	1FMCU0GX1GUA07803	Apr 30, 2018	MO	\$25,212.00	Purchased Pre-Owned
Kayla & Edmund Thompson	MO	2016	1FMCU9GXXGUB19035	10/14/2022	MO	\$22,000.00	Purchase Pre-Owned



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Laurel Wade & Kindra March	MO	2013	1FMCU0HX3DUA88636	5/16/23	MO	\$3,800.00	Purchased Pre-Owned
Lindsey Wendleton	KS	2016	1FMCU9GX2GUA97774	2/28/20	MO	\$13,222.00	Purchased Pre-Owned
Loretta & Rick Sprinkles	MO	2015	1FMCU0F70FUA26424	5/18/15	MO	\$25,000.00	Purchased New
Lori Woods	KS	2014	1FMCU9G92DUA03597	3/10/17	MO	\$9,895.00	Purchased Pre-Owned
Lucinda Spratley	IL	2013	1fmcu0hx0dua39684	7/27/22	MO	\$15,126.00	Purchased Pre-Owned
Mike Rowland	MO	2017	1FMCU0F71HUB12635	5/18/22	MO	\$17,811.00	Purchased Pre-Owned
Pamela Basnett	MO	2015	1FMCU0GX0FUB19118	2/22/19	MO	\$15980. After Financed \$	Purchased Pre-Owned
Richard & Jonna Sample (2)	MO	2011	1FMCU9DG9BKA07741	9/8/10	MO	See MSRP, <i>Supra</i>	Purchased New
Robert & Alek Huebotter (1)	MO	2010	1FMCU9DG5AKA15270	11/18/15	MO	\$9,500.00	Purchased Pre-Owned
Robert & Joy Huebotter (2)	MO	2011	1FMCU9EGXBKB52897	8/7/2021	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Bennett	MO	2012	1FMCU0DG7CKB11755	4/8/12	MO	\$24,443.60	Purchased New
Robert Cortez	KY	2012	1FMCU0D77CKC47657	6/7/14	MO	\$22,000.00	Purchased Pre-Owned
Sally Fields	MO	2017	1FMCU0GD9HUC78745	August 15 2020	MO	\$22,000.00	Purchased Pre-Owned
Shaylee Henning	MO	2011	1FMCU0E73BKC63027	6/17/11	MO	\$28,800.73	Purchased New
Sherry & Paul Chase	MO	2017	1fmcu9j95hub46526	09/08/2017	MO	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sheryl Janisch	KY	2012	1fmcu0d76ckc54048	2/5/18	MO	\$7000.00	Purchased Pre-Owned
Stephen Joyce	MO	2013	1FMCU9GX3DUA04255	6/9/16	MO	\$20,000.00	Purchased Pre-Owned
William Farmer	MO	2019	1FMCU0F71KUB28406	11/10/22	MO	See MSRP, <i>Supra</i>	Purchased New
Alicia Maranto	MS	2015	1FMCU0J92FUA94958	5/18/16	MS	\$26,212.68	Purchased Pre-Owned
Bennye L Smith & Dexter C Harris (2)	MS	2015	1FMCU0G7XFUB16341	10/29/2021	MS	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Bryan Medlin	MS	2018	1FMCU0GD7JUC61254	1/31/20	MS	\$16,000.00	Purchased Pre-Owned
David Burroughs	MS	2013	1FMCU0HXXDUD32847	2/4/24	MS	\$13,500.00	Purchased Pre-Owned
Earnest Conrod (1)	MS	2014	1FMCU0JX8EUB66016	5/10/23	MS	\$6,400.00	Purchased Pre-Owned
Earnest Conrod (2)	MS	2014	1FMCU0GX2DUD79498	9/21/2021	MS	\$6,800.00	Purchased Pre-Owned
Helen Keller	MS	2010	1FMCU0DG7AKD20541	10/16/11	MS	\$23,000.00	Purchased Pre-Owned
JeMelda Johnson	MS	2014	1FMCU0JX0EUC19369	2/8/2022	MS	\$30,582.42	Purchased Pre-Owned
Kevin Blanchard	MS	2015	1FMCU0G75FUB55483	2/12/21	MS	\$16,000.00	Purchased Pre-Owned
Linda Howell	LA	2016	1FMCU0GX4GUC42986	11/7/19	MS	\$35,953.00	Purchased Pre-Owned
Sara Hill	MS	2016	1FMCU0GX2GUB48766	5/1/19	MS	\$12,000.00	Purchased Pre-Owned
Cindy Buckman	MT	2013	1FMCU9G98DUD42977	10/8/21	MT	\$10,000.00	Purchased Pre-Owned
Janice Ryckman	MT	2015	1FMCU9J99FUA91754	9/7/22	MT	\$22,000.00	Purchased Pre-Owned
Mitchell Hauer	MT	2013	1FMCU9H98DUA02632	5/14/14	MT	\$28,000.00	Purchased Pre-Owned
Steve Patrick	MT	2010	1FMCU9DG5AKC03741	5/15/17	MT	\$6,400.00	Purchased Pre-Owned
Steve Purkey	MT	2014	1FMCU9GX0EUD71762	8/1/23	MT	\$5,000.00	Purchased Pre-Owned
Tracy Patton & Vincent Paul Gordon	MT	2015	1FMCU9G96FUA93341	4/7/17	MT	\$19,169.00	Purchased Pre-Owned
Christopher Lunsford II	PA	2017	1FMCU9JD3HUA30830	11/13/19	NC	\$19,999.00	Purchased Pre-Owned
Christy Coughlin	NC	2016	1FMCU0J99GUB65882	6/21/21	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Danny Smith	NC	2018	1FMCU9GD1JUB95241	1/30/19	NC	\$29,000.00	Purchased New

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David Salazar	TN	2014	1FMCU0GX4EUA88891	10/14/22	NC	\$14,000.00	Leased Pre-Owned
David Swan	NC	2010	1FMCU9D73AKC22773	3/4/19	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Detoine Williams (2)	NC	2012	1FMCU0D76CKC13113	12/6/21	NC	\$14,924.66	Purchased Pre-Owned
Evelyn Treece	NC	2016	1fmcu0jx4guc87323	3/4/21	NC	\$18,294.24	Purchased Pre-Owned
Garnett Moragne	NC	2014	1FMCU0GX2EUA49488	6/17/2023	NC	\$9,000.00	Purchased Pre-Owned
Gary Johnson	NC	2011	1FMCU0D79BKC08454	5/6/11	NC	\$25,531.00	Purchased New
Gary Runyon	TN	2015	1FMCU9GX8FUB36172	4/24/15	NC	\$26,000.00	Purchased New
James Hilton	NC	2014	1fmcu0gx0eub22390	7/27/22	NC	\$18,000.00	Purchased Pre-Owned
Jamie Price	NC	2020	1FMCU0G67LUB56721	10/28/20	NC	See MSRP, <i>Supra</i>	Purchased New
Jeanna Martin	NC	2017	1FMCU0GD2HUC55517	3/10/2023	NC	\$10,000.00	Purchase Pre-Owned
Joann Foster	NC	2015	1FMCU9GX0FUA87100	4/21/22	NC	\$12,900.00	Purchased Pre-Owned
Joseph Starnes	NC	2019	1FMCU0F71KUB94373	3/31/22	NC	\$19,000.00	Purchased Pre-Owned
Joyce Dunn	NC	2020	1fmcu0g63lub46977	5/26/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
June Simmons	NC	2015	1fmcu0g77fub16183	3/18/15	NC	\$24,000.00	Purchased New
Kamili & Harold A Hicks	NC	2016	1FMCU0G70GUC04753	11/6/19	NC	\$20,000.00	Purchased Pre-Owned
Lacy Garrett	NC	2016	1FMCU0JX2GUB03562	9/28/15	NC	See MSRP, <i>Supra</i>	Purchased New
Lana Hall	NC	2014	1FMCU0J97EUB39116	12/13/19	NC	\$16,000.00	Purchased Pre-Owned
Lisa Gubicza	NC	2014	1FMCU9JX8EUC17129	12/18/17	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Battle	NC	2014	1FMCU0F76EUD77885	5/7/15	NC	\$19,000.00	Purchased Pre-Owned
Mattie Bishop	NC	2020	1FMCU0F68LUB56695	11/28/2020	NC	\$40,385.52	Purchased New
Melissa Thomasson	NC	2013	1FMCU0H90DUA60519	11/5/21	NC	\$12,659.62	Purchased Pre-Owned
Michael Heath	NC	2010	1fmcu9dg7akc47109	4/4/15	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael McMillion	NC	2016	1FMCU0JX6GUB44373	8/11/2023	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Monisha Ceasar	NC	2010	1FMCU9EGXAKB19820	8/7/22	NC	\$22,472.00	Purchased Pre-Owned
Peets Guice	NC	2014	1FMCU9GX7EUB75348	1/1/17	NC	\$17,035.00	Purchased Pre-Owned
Reece Mcorrie	NC	2017	1FMCU0G97HUE29383	01/01/2018	NC	\$22,000.00	Purchased New
Ronald Harris	NC	2013	1fmcu9j91duc79097	6/28/22	NC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tracie Martin	NC	2015	1FMCU9G91FUA21995	5/5/18	NC	\$27,000.00	Purchased Pre-Owned
Donald Fieseler	ND	2017	1FMCU9G97HUB08531	7/7/20	ND	\$14,000.00	Purchase Pre-Owned
Rhonda Gravalin	ND	2014	1FMCU9GX7EUB49008	6/18/18	ND	See MSRP, <i>Supra</i>	Purchased Pre-Owned
April Garcia	NE	2015	1fmcu0f75fuc42768	12/21/15	NE	\$30,435.00	Purchased New
David Herrick	IA	2016	1fmcu0f76gub71694	1/9/16	NE	\$26,800.00	Purchased New
Dennis Young & Kathleen Shonkwiler	NE	2016	1FMCU0GX0GUC18183	nov 2020	NE	\$15,000.00	Purchased Pre-Owned
Eugene Beerbohm	NE	2019	1FMCU9HD2KUC31860	2/28/21	NE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Matthew Roos	NE	2013	1FMCU9G95DUA16893	5/23/2012	NE	\$29,860.00	Purchased New
Michael & Sharon Johnson	IA	2012	1FMCU0EG6CKB54238	9/17/15	NE	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Sandi McDonald	IA	2018	1fmcu9j95juc07525	8/11/2020	NE	\$17,378.00	Purchased Pre-Owned
Steven Pleas	IA	2014	1FMCU9GX5EUB09686	12/28/22	NE	\$4,200.00	Purchased Pre-Owned



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Tiffany Gustafson	NE	2016	1FMCU9GX8GUC75462	11/11/19	NE	\$27,000.00	Purchased Pre-Owned
Eric & Penelope-Ann Rothkopf	NH	2018	1FMCU0F79JUD11678	3/3/19	NH	\$18,834.00	Purchased Pre-Owned
James & Maria Kelleher	MA	2017	1FMCU9JD1HUC16365	2/22/17	NH	\$30,000.00	Purchased New
Lori Perreault	NH	2014	1FMCU9GX7EUA42220	03/8/2017	NH	\$18,169.00	Purchased Pre-Owned
Carolyn Ganska	NJ	2010	1FMCU9DG9AKD24174	9/9/19	NJ	\$6,500.00	Purchased Pre-Owned
Christina LaBianca	NJ	2013	1FMCU0F70DUA54575	3/10/20	NJ	\$4,545.00	Purchased Pre-Owned
David Berger (1)	FL	2012	1fmcu9egxckb74545	6/1/12	NJ	\$35,850.00	Leased New
Debra Karpowicz	NJ	2016	1FMCU9GX8GUC18002	2/1/2019	NJ	\$17,557.96	Purchased Pre-Owned
Fredrick Potter III	NJ	2016	1fmcu9gx6gub18688	3/3/18	NJ	\$20,316.00	Purchased Pre-Owned
Jacqueline Garatva	NJ	2018	1FMCU9GDJUB66594	3/16/18	NJ	See MSRP, <i>Supra</i>	Purchased New
John Hess	NJ	2013	1FMCU9GX0DUB49060	12/3/22	NJ	\$6,500.00	Purchased Pre-Owned
John Hila	NJ	2012	1FMCU9DG4CKC59186	1/6/22	NJ	\$10,410.58	Purchased Pre-Owned
John Jaconi (2)	NY	2010	1FMCU0D70AKB01582	6/20/2014	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kaitlin Farrell	NJ	2016	1FMCU0G78GUC89678	3/6/18	NJ	\$16,000.00	Purchased Pre-Owned
Kevin Keane	NJ	2012	1FMCU0C7XCKA70085	10/22/11	NJ	\$23,613.00	Purchased New
Martin Hines	NJ	2012	1fmcu9d70ckc58150	5/26/16	NJ	\$15,800.00	Purchased Pre-Owned
Maryann Marren (1)	NJ	2010	1FMCU9DG7AKB80690	9/3/18	NJ	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Maryann Marren (2)	NJ	2010	1FMCU9EG9AKC60815	12/28/2017	NJ	\$8,900.00	Purchased Pre-Owned
Maryann Marren (3)	NJ	2017	1FMCU9G99HUA36599	7/5/2023	NJ	\$14,000.00	Purchased Pre-Owned
Matthew Winniewski	NJ	2017	1fmcu9jd8hua44612	2/2/17	NJ	\$32,000.00	Purchased New
Michael Paccione	NJ	2012	1FMCU9EGXCKA04699	12/1/21	NJ	\$8,890.00	Purchased Pre-Owned
Regina Staples	NJ	2014	1FMCU0JX1EUB20754	1/20/13	NJ	\$28,970.00	Purchased New
Thomas DeMeis	NJ	2015	1FMCU9JX0FUC31320	2/29/24	NJ	\$270,000.00	Purchased Pre-Owned
Ava Coleman	NM	2010	1FMCU0DG5AKC72022	6/30/18	NM	\$10,995.00	Purchased Pre-Owned
Ernestine Sage	NM	2018	1FMCU0HD1JUA72274	12/31/20	NM	\$15,000.00	Leased Pre-Owned
Joshua Biggert (2)	NM	2010	1FMCU0EG9AKD00810	3/22/2017	NM	\$13,759.57	Purchased Pre-Owned
Leah Manzanares-Lopez	NM	2017	1FMCU0J95HUA61438	6/3/20	NM	\$24,986.00	Purchased Pre-Owned
Orlinda Williams	NM	2014	1FMCU9GX3EUB02395	12/6/18	NM	\$23,933.64	Purchased Pre-Owned
Rosemary Sokol	CO	2013	1FMCU9H93DUB39865	Oct 2, 2013	NM	\$26,840.91	Purchased Pre-Owned
Julie Nickel	NV	2010	1FMCU0DG3AKD20004	10/8/23	NV	\$6,000.00	Purchased Pre-Owned
Steven Tefft	NV	2012	1FMCU9D7XCKC29965	1/15/14	NV	\$18,353.65	Purchased Pre-Owned
Alyssa Ferrerio	NY	2016	1FMCU9GXXGUA19050	8/3/2015	NY	\$28,000.00	Purchased New
Amanda Nowicki	NY	2020	1FMCU0G6XLUB58737	4/19/21	NY	\$21,894.84	Purchased Pre-Owned
Amy Beaulieu	NY	2014	1FMCU9GX9EUB37166	5/10/19	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brenda Manry Cook	NY	2015	1FMCU9GX7FUB02014	4/18/18	NY	\$16,995.00	Purchased Pre-Owned
Brendan Carvel	NY	2019	1FMCU9GD6KUB22870	10/15/22	NY	\$14,800.00	Purchased Pre-Owned
Carlene Galanopulo	OH	2010	1FMCU9EG2AKC60817	6/10/12	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Carrie Frayne	NY	2018	1fmcu9hd0jub18844	5/9/21	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Charles Paquette	NY	2018	1FMCU9GD8JUB22173	2/20/21	NY	\$18,000.00	Purchased Pre-Owned
Cheryl Hackett	NY	2017	1FMCU9J98HUB98023	7/20/20	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cheryl McMenama	VA	2016	1FMCU9GX1GUC69969	1/6/18	NY	\$16,000.00	Purchased Pre-Owned
Cynthia Pierce	NY	2015	1FMCU9GX1FUC53737	1/9/23	NY	\$9,000.00	Purchased Pre-Owned
Gary Mikolajczak	NY	2013	1FMCU9HX2DUC10889	Apr 12, 2021	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Gerald Wiesmore	NY	2018	1FMCU9GDXJUB29402	1/2/22	NY	\$14,000.00	Purchased Pre-Owned
Helena Davis	NY	2016	1FMCU9GX1GUB51016	2/1/22	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joe Lagravinese	NY	2014	1FMCU9JX7EUC41051	3/19/17	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Joelle Stanton	NY	2016	1FMCU9GX2GUA36912	5/5/19	NY	\$2,700.00	Purchased Pre-Owned
Jonathan Cox	NY	2016	1FMCU9GX0GUC65265	05/15/2018	NY	\$23,879.00	Purchased Pre-Owned
Joseph DeBella	NY	2016	1FMCU9J90GUA48227	Jul 15, 2016	NY	\$32,000.00	Purchased New
Julia Pisall	NY	2020	1FMCU9G66LUC69628	3/18/21	NY	See MSRP, <i>Supra</i>	Leased New
Kaitlyn & Samantha Brybag	NY	2014	1FMCU9G90EUD32543	9/10/22	NY	\$13,949.00	Purchased Pre-Owned
Kevin Flaitz	VA	2016	1FMCU9GX8GUB02704	Apr 15, 2018	NY	\$24,000.00	Purchased Pre-Owned
Kristan Logan	NY	2013	1FMCU9G94DUC11366	11/21/23	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lee Ann Sinclair	FL	2016	1FMCU9JX9GUB86833	2/26/21	NY	\$23,806.40	Purchased Pre-Owned
Lorraine Rosencranse	NY	2016	1FMCU9JX6GUA89315	2/7/21	NY	\$12,000.00	Purchased Pre-Owned
Lynda Wills	NY	2018	1FMCU0F75JUA38982	10/12/2021	NY	\$25,933.50	Purchased Pre-Owned
Madelyn Moore	NY	2016	1fmcu9jx0guc48734	3/9/2023	NY	\$17,734.27	Purchased Pre-Owned
Malinda Cooper	NY	2014	1FMCU9GX0EUC48737	3/23/17	NY	\$15,000.00	Purchased Pre-Owned
Mark Chapman	NY	2016	1FMCU9J99GUB10501	May 4, 2021	NY	\$18,000.00	Purchased Pre-Owned
Mary Ann Landries	NY	2013	1FMCU9GX2DUC18850	01/8/2013	NY	\$26,500.00	Purchased New
Michele Smith	NY	2019	1FMCU9GD5KUA48857	1/5/19	NY	\$20,000.00	Purchased New
Nicole Tatlock	NY	2016	1FMCU0GX3GUC55874	12/18/21	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Patricia Kelly	NY	2016	1fmcu9gxxgub10268	5/5/19	NY	\$17,000.00	Purchased Pre-Owned
Rebecca Miller	NY	2014	1FMCU9GX7EUB68464	5/8/21	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Richard Blythe	NY	2012	1FMCU9DG6CKB40247	9/29/21	NY	\$8,750.00	Purchased Pre-Owned
Richard Thomas	NY	2020	1FMCU0G63LUB97489	7/15/23	NY	\$32,000.00	Purchased Pre-Owned
Robert Charlton	NY	2013	1FMCU9G91DUD22943	2/10/21	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Prost	NY	2019	1fmcu9gd1kua94170	5/28/19	NY	\$38,744.24	Purchased New
Rochelle Jensen Wright & Roy Jense	NY	2019	1FMCU9GD6KUA86162	4/16/19	NY	\$39,280.00	Purchased New
Ron Chittister	NY	2013	1FMCU0GX7DUA46181	11/01/2016	NY	\$24,182.40	Purchased Pre-Owned
Stacia East	GA	2013	1FMCU9GX1DUD30197	10/14/21	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Terry Crainer	NY	2013	1fmcu9h92dub52431	10/21/23	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Virginia Barnhill	NY	2020	1FMCU9H69LUB61213	7/11/20	NY	\$32,282.64	Purchased New
Wade Collins	NY	2013	1FMCU9HX0DUA08066	4/15/17	NY	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amanda Randolph	OH	2017	1fmcu9jd7huc93774	3/8/17	OH	See MSRP, <i>Supra</i>	Purchased New
Amber Colon	OH	2010	1FMCU0D70AKD18078	7/14/10	OH	\$24,500.00	Purchased New

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Andrea Gaskins	OH	2018	1FMCU9J97JUC00480	3/4/21	OH	\$33,963.35	Purchased Pre-Owned
Andrea Hawes	OH	2014	1FMCU9GX0EUC00266	7/19/17	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andrea Lucas Haberny	OH	2016	1FMCU0GX0GUB33151	7/22/18	OH	\$16,000.00	Purchased Pre-Owned
Angel Gaskins (1)	OH	2013	1FMCU0GX6DUD09549	5/22/22	OH	\$13,500.00	Purchased Pre-Owned
Angel Gaskins (2)	OH	2018	1FMCU0GD6JUD61121	9/28/23	OH	\$29,000.00	Purchased Pre-Owned
Anita J Clay	OH	2016	1FMCU0GX4GUC37982	5/9/19	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barbara Kilgore	WV	2017	1FMCU9GD3HUB83070	11/26/21	OH	\$18,308.64	Purchased Pre-Owned
Barbara Smith	OH	2011	1FMCU0D72BKB52437	11/4/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Barbara Taylor	OH	2014	1FMCU0GX4EUD65040	05/01/2021	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Benjamin Milliron (2)	OH	2016	1FMCU9J98GUA82383	12/19/2019	OH	\$21,000.00	Purchased Pre-Owned
Brenda Shockey Takacs	OH	2014	1fmcu0gx4eub06435	Jan 2, 2014	OH	\$30,000.00	Purchased New
Brian Townsend	OH	2016	1FMCU0GX1GUA43796	8/14/19	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles & Jo Bolton	IN	2013	1FMCU0J98DUA52744	5/4/17	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Chase Robinson	OH	2011	1FMCU0D7XBKB62343	6/1/21	OH	\$17,995.00	Purchased Pre-Owned
Chester Ricks	OH	2017	1FMCU9GD3HUA78481	Jan 21, 2017	OH	\$26,742.25	Purchased New
Christina Heavner	OH	2013	1FMCU9J95DUB79813	12/4/13	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Christopher & Sharon Guleff	OH	2013	1FMCU0F78DUD34681	3/1/18	OH	\$9,999.00	Purchased Pre-Owned
Christopher Casey	OH	2014	1FMCU9JX9EUD15179	6/1/2022	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Connie Beiling Rogers	OH	2010	1FMCU9DG9AKA01033	07/12/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dale Brussee	OH	2013	1FMCU9HX6DUB52334	3/26/2013	OH	\$27,925.78	Purchased New
Damiko Justice	OH	2014	1fmcu9gx3eub95208	3/1/24	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Dawn Bokan	OH	2015	1FMCU9GX1FUB26891	11/30/18	OH	\$34,183.04	Purchased Pre-Owned
Dean Varner	OH	2015	1fmcu0gx2fub60494	5/1/17	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Debra Jonas	OH	2016	1FMCU0GX0GUA37469	11/17/15	OH	\$32,000.00	Purchased New
Dennis Shuto	OH	2018	1FMCU9GD1JUA29091	6/21/2018	OH	\$28,000.00	Purchased Pre-Owned
Dianna Valentine	OH	2014	1FMCU0F77EUA56471	8/3/18	OH	\$14,000.00	Leased Pre-Owned
Doris Crouse	OH	2014	1FMCU9J93EUE05400	3/6/23	OH	\$17,000.00	Purchased Pre-Owned
Doug Milliner	OH	2015	1FMCU0GX6FUB80229	8/20/18	OH	\$30,000.00	Purchased Pre-Owned
Douglas Filippi	OH	2012	1FMCU9E79CKC78539	9/29/22	OH	\$8,900.00	Purchased Pre-Owned
Elvis Mathis	OH	2015	1FMCU9GXXFUB39266	2/27/2021	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Emily Allen (1)	OH	2020	1FMCUOH62LUA58940	5/31/21	OH	\$25,000.00	Purchased Pre-Owned
Erin Butts	OH	2014	1FMCU0GX3EUB65363	6/19/15	OH	\$22,000.00	Purchased Pre-Owned
Gail Shatzer	OH	2018	1FMCU0F78JUA53119	9/5/18	OH	\$23,850.00	Purchased New
Gary Moody	OH	2013	1FMCU9H9XDUB62687	10/5/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
George Hensell	OH	2017	1FMCU0F75HUD37527	6/14/17	OH	\$26,568.24	Purchased New
George Sanford	IL	2019	1FMCU0GD4KUA51342	8/4/22	OH	\$24,000.00	Purchased Pre-Owned
Gregory King	OH	2014	1FMCU9G97EUD50389	6/9/14	OH	\$26,000.00	Purchased New
Gregory Spragg	OH	2016	1FMCU9J94GUB81007	10/10/18	OH	\$18,850.00	Purchased Pre-Owned

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Harry Jennings	OH	2018	1FMCU0F73JUD56471	9/28/18	OH	See MSRP, <i>Supra</i>	Purchased New
Howard Bettis	OH	2016	1FMCU0G74GUC56113	8/10/18	OH	\$18,150.00	Purchased Pre-Owned
Jack Olmstead	OH	2015	1FMCU9J98FUC33964	4/12/19	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Clark	OH	2017	1FMCU0F78HUD57321	4/28/22	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Robinson	OH	2014	1FMCU9JX4EUA75149	12/6/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Patterson	WV	2019	1FMCU9GD5KUA15552	3/11/19	OH	See MSRP, <i>Supra</i>	Purchased New
Jennifer Stasiak	OH	2015	1FMCU0GX2FUB26510	2/27/17	OH	\$18,150.00	Purchased Pre-Owned
Jenny Beckman	OH	2010	1FMCU0DG3AKA78430	10/10/09	OH	\$24,000.00	Purchased New
Jerry Ahmed	OH	2014	1FMCU0GX4EUD85773	August 30 .2016	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jessica Getchell	OH	2020	1FMCU9H67LUA97544	6/15/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
JoAnne Shaw	OH	2014	1FMCU9J96EUA21143	4/14/14	OH	See MSRP, <i>Supra</i>	Purchased New
Joni Kubec	OH	2013	1FMCU0GX9DUC11146	12/14/20	OH	\$3,000.00	Purchased Pre-Owned
Joseph Hall	OH	2018	1fmcu9gd7juc17999	5/5/23	OH	\$23,335.54	Leased Pre-Owned
Kelli Foust	OH	2014	1FMCU9JX7EUC18000	5/15/2018	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kerri Stigger	OH	2019	1FMCU0F72KUA39654	08/2/2023	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Stockham	OH	2014	1FMCU0J98EUA20684	8/15/17	OH	\$18,347.00	Purchased Pre-Owned
Kristin Nilsen	OH	2011	1FMCU9D75BKA53972	7/7/22	OH	\$10,000.00	Purchased Pre-Owned
Kyle Dias	OH	2010	1FMCU9D70AKC91808	6/6/21	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Larry Brown	OH	2016	1FMCU9GX2GUA22444	11/9/19	OH	\$17,000.00	Purchased Pre-Owned
Laura Renicker	OH	2017	1FMCU9GD9HUD25759	4/22/17	OH	See MSRP, <i>Supra</i>	Purchased New
Linda Hessler	OH	2017	1FMCU9G97HUE89099	10/3/17	OH	See MSRP, <i>Supra</i>	Purchased New
Linda McIndoe	IN	2013	1FMCU9G92DUD92774	7/28/20	OH	\$6,000.00	Purchased Pre-Owned
Lisa Hamlin	OH	2015	1FMCU0GX3FUB18092	10/28/20	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lori Francis	OH	2016	1FMCU9JX7GUB12827	4/21/22	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Marcie Hunt	OH	2013	1FMCU9H96DUB17410	8/19/20	OH	\$5,000.00	Purchased Pre-Owned
Mary Sirois	OH	2015	1FMCU9G99FUB60126	4/7/15	OH	\$34,537.52	Purchased New
Maysaa Salem	OH	2013	1FMCU9J92DUD23057	10/20/20	OH	\$19,270.00	Purchased Pre-Owned
Miceal Moran	OH	2017	1FMCU0JD5HUD52509	6/15/19	OH	\$24,000.00	Purchased Pre-Owned
Michael Clark	OH	2015	1FMCU0GX0FUC71500	4/22/2021	OH	\$19,718.88	Purchased New
Michael Storti	OH	2015	1FMCU0F76FUA15606	10/20/18	OH	\$16,722.00	Purchased Pre-Owned
Michael Watt	OH	2014	1FMCU0GX7EUB06283	8/17/16	OH	\$16,536.38	Purchased Pre-Owned
Michael Wilson	OH	2016	1FMCU0GX3GUB56715	6/14/17	OH	\$17,995.00	Purchased Pre-Owned
Penny Wheeler	OH	2018	1FMCU9Hd7JUA34231	12/11/21	OH	\$21,000.00	Purchased Pre-Owned
Phillip Smith	OH	2016	1FMCU0J95GUC24877	1/15/19	OH	\$19,640.75	Purchased Pre-Owned
Randi Baker	OH	2018	1FMCU0J99JUC04493	8/30/18	OH	See MSRP, <i>Supra</i>	Purchased New
Richard McCreery	OH	2018	1fmcu0gd2juc12592	12/14/23	OH	\$9,500.00	Purchased Pre-Owned
Robert E. Hall	OH	2017	1FMCU9JD0HUE21725	1/12/24	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert L Long Jr	OH	2016	1FMCU9GX2GUB69198	7/8/2016	OH	See MSRP, <i>Supra</i>	Purchased New



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Scott Yates	OH	2012	1FMCU9EG4CKC03442	1/11/23	OH	\$7,000.00	Purchased Pre-Owned
Sharon Figart	OH	2013	1FMCU0GX9DUB80450	07/10/2019	OH	\$4,900.00	Purchased Pre-Owned
Shelly Maurey	OH	2017	1FMCU0J9XHUB50972	6/14/23	OH	\$14,500.00	Purchased Pre-Owned
Skyla Daniels	OH	2014	1FMCU9J97EUE44846	5/8/23	OH	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Stephen Lasick	OH	2017	1FMCU0JD7HUC75366	3/17/17	OH	See MSRP, <i>Supra</i>	Purchased New
Susan & Raymond Mingus	OH	2014	1FMCU0F72EUA82945	9/30/20	OH	\$14,557.76	Purchased Pre-Owned
Susan Lattimore	OH	2016	1fmcu9gx5guc39101	8/28/2019	OH	\$17,275.15	Purchased Pre-Owned
Tammy & Gordon Sessions Jr.	VA	2017	1FMCU0J93HUD10013	3/17/17	OH	\$37,801.79	Purchased New
Tammy Heavner	OH	2018	1FMCU0F79JUD42090	05/05/2022	OH	\$18,006.00	Purchased Pre-Owned
Timothy Board	OH	2014	1FMCU9GX8EUE23509	12/7/22	OH	\$11,033.51	Purchased Pre-Owned
Tom McCabe Sr.	OH	2010	1FMCU9D7XAKD44143	7/15/22	OH	\$3,500.00	Purchased Pre-Owned
Virginia Frymyer	WV	2013	1FMCU9J91DUA91938	4/10/2023	OH	\$17,000.00	Purchased Pre-Owned
William Brewer	OH	2011	1FMCU9DG7BKC02625	9/4/23	OH	\$250.00	Purchased Pre-Owned
Amarine Jr Walker	OK	2013	1FMCU9G94DUA02788	9/1/2014	OK	\$25,000.00	Purchased Pre-Owned
Cynthia Lebow	OK	2016	1FMCU0F72GUB57890	9/22/22	OK	\$17,488.00	Purchased Pre-Owned
Kyla McCombs	OK	2018	1FMCU0GD5JUB60522	3/16/18	OK	\$28,736.00	Purchased New
Shelby Yates	OK	2012	1FMCU0EG4CKB53282	3/11/21	OK	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Steven Olsen	OK	2019	1FMCU0HD7KUB01374	5/13/19	OK	\$21,420.00	Purchased New
Andrew Tillinghast	OR	2017	1FMCU0J94HUC82481	9/20/23	OR	\$13,000.00	Purchased Pre-Owned
Arnold Larson	AZ	2012	1FMCU0C75CKB79201	Jul 13, 2015	OR	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brett & Kamyia Stevenson	WA	2014	1FMCU0GX0EUC94242	1/31/17	OR	\$15,000.00	Purchased Pre-Owned
Gordon & Ruth Hills (1)	OR	2012	1FMCU9DG2CKA91094	6/13/2018	OR	\$10,500.00	Purchased Pre-Owned
Gordon & Ruth Hills (2)	OR	2017	1FMCU9GD1HUA06694	2/2/23	OR	\$10,500.00	Purchased Pre-Owned
Kathleen McClaughry	OR	2017	1fmcu0f70huc27419	03/01/2017	OR	\$23,197.00	Purchased New
Kathy Allen	OR	2018	1FMCU9HDXJUA42792	3/1/18	OR	\$29,959.37	Purchased New
Linda & Arthur Madrid	OR	2013	1fmcu0hxxdub60884	12/26/23	OR	\$6,200.00	Purchased Pre-Owned
Lisa Riggelman	OR	2018	1FMCU9HD4JUB26526	Apr 1, 2021	OR	\$30,055.89	Purchased Pre-Owned
Nickoala Slupe	OR	2015	1FMCU9GX9FUB74414	4/30/21	OR	\$15,000.00	Purchased Pre-Owned
Patrick Fort	OR	2014	1FMCU0F75EUD66330	6/24/17	OR	\$17226.00	Purchased Pre-Owned
Randy Parnell	WA	2015	1FMCU0F71FUA67290	10/7/23	OR	\$7,000.00	Purchased Pre-Owned
Roger Droivold	OR	2013	1FMCU9HX5DUD55781	10/24/22	OR	\$7,600.00	Purchased Pre-Owned
Aaron Zeff	TX	2011	1FMCU9D75BKC39298	11/20/18	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andrew Seekings	NY	2014	1FMCU9G90EUE48776	4/5/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ann Mountain	PA	2013	1FMCU9HX9DUB06884	1/10/20	PA	\$11,000.00	Purchased Pre-Owned
Antonio & Robin Reck	WV	2015	1FMCU9G98FUA73169	1/13/18	PA	\$16,450.00	Purchased Pre-Owned
Bernard Boyle	PA	2015	1fmcu9gx8fub68099	6/29/20	PA	\$19,000.00	Purchased Pre-Owned
Beverly Watkins	PA	2013	1FMCU9J96DUB13870	11/23/18	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brian Leasure	PA	2010	1FMCU9EG1AKC14637	Mar 22, 2020	PA	\$2,000.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Carmen Santoro	PA	2010	1FMCU9D7XAKD42148	8/31/10	PA	\$30,279.70	Purchased New
Carol Rickert	PA	2019	1FMCU9GD4KUC15502	9/14/22	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Caroll Hershey	PA	2014	1FMCU9GX4EUB21666	6/15/19	PA	\$14,000.00	Purchased Pre-Owned
Colleen Gibson	WV	2018	1FMCU9HD5JUB51001	10/3/21	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Cristin Colbert	PA	2016	1FMCU9GX7GUA59022	2/21/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Daphne Rhinier	PA	2016	1FMCU9GX6GUC18550	3/28/16	PA	See MSRP, <i>Supra</i>	Purchased New
Darla Barr	VA	2016	1fmcu9jx5guc85052	9/10/21	PA	\$17,000.00	Purchased Pre-Owned
Darlene Willison	PA	2015	1FMCU9GX2FUB44414	7/19/18	PA	\$15,000.00	Purchased Pre-Owned
Denise Collier	SC	2011	1FMCU9EG4BKB01265	12/6/17	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Denise Elizabeth Mariani	PA	2014	1fmcu9j94eud91295	8/13/14	PA	\$39,568.48	Purchased New
Ed Boshell	PA	2015	1fmcu9gx6fua73072	2/22/19	PA	\$19,319.00	Purchased Pre-Owned
Gerald Gormas	PA	2014	1fmcu9gx9eub83340	3/1/14	PA	See MSRP, <i>Supra</i>	Purchased New
Gregory Stiver	PA	2013	1FMCU9GX1DUA38744	4/21/22	PA	\$6,000.00	Purchased Pre-Owned
Gwendolyn Liffick	PA	2014	1FMCU9JX9EUB52677	4/22/23	PA	\$10,571.00	Purchased Pre-Owned
James Dougherty	FL	2017	1FMCU9GD1HUC17748	12/1/21	PA	\$20,000.00	Leased Pre-Owned
Jamie Grayson	PA	2014	1FMCU9GX7EUB77620	2/16/16	PA	\$13,500.00	Purchased Pre-Owned
Janice M Adams	PA	2016	1fmcu9g96gua59501	9/1/16	PA	\$30,167.43	Purchased New
Javier Serrano	PA	2017	1FMCU0F73HUD16255	11/8/17	PA	\$20,000.00	Purchased New
Jeannine Watson	PA	2017	1FMCU9JD8HUE56979	11/10/2017	PA	\$33,423.14	Purchased New
Jennifer Carson	PA	2016	1fmcu9j97guc18583	6/9/2023	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jennifer Donahue	PA	2013	1FMCU9J96DUC18506	4/27/23	PA	\$13,000.00	Purchased Pre-Owned
Jennifer Sutton	PA	2014	1FMCU9GX0EUB75482	2/27/20	PA	\$20,000.00	Purchased Pre-Owned
John Bozman (2)	PA	2015	1FMCU9J9XFUB74710	4/3/23	PA	\$15,900.00	Purchased Pre-Owned
Joseph Pendergast	PA	2012	1FMCU9EG4CKB16284	3/12/12	PA	See MSRP, <i>Supra</i>	Purchased New
Kenneth Naegele	PA	2015	1FMCU9GX2FUA98258	11/21/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kevin Haluska	PA	2017	1FMCU9GD8HUA10449	2/18/23	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lawrence Philyaw	PA	2013	1FMCU0GX0DUA91964	10/6/12	PA	See MSRP, <i>Supra</i>	Purchased New
Lucinda Kelley	PA	2014	1FMCU9GX2EUE05040	8/18/17	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Luis Rodriguez	PA	2014	1FMCU0GX2EUC15041	4/15/2023	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Lynn LeGrand (2)	PA	2017	1FMCU9GD5HUF04218	10/13/17	PA	\$25032.00	Purchased New
Marie Schoch	PA	2015	1FMCU9JX5FUA48429	4/18/18	PA	\$19,000.00	Purchased Pre-Owned
Mark Concannon	PA	2013	1FMCU9GX1DUA19806	6/6/15	PA	\$22,500.00	Purchased Pre-Owned
Mark Kusner	PA	2019	1FMCU9GD9KUB19591	5/18/19	PA	\$30,911.00	Purchased New
Mary Hall	NY	2019	1FMCU9HD5KUA82229	5/13/22	PA	\$21,392.59	Purchased Pre-Owned
Mary Wilson	PA	2017	1FMCU9JD1HUB13477	11/20/17	PA	\$32,000.00	Purchased New
Megan Mishata	PA	2014	1FMCU0F7XEUA57436	9/9/23	PA	\$18,680.00	Purchased Pre-Owned
Melvin Wathen	PA	2014	1FMCU9J93EUC18657	7/21/2020	PA	\$10,000.00	Purchased Pre-Owned
Merrill Forney	PA	2016	1fmcu9g96gua02635	9/16/15	PA	\$28,500.00	Purchased New



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Michael Riley	PA	2015	1FMCU9GXXFUB70565	9/6/23	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michelle Knapp	NY	2012	1FMCU9D7XCKC28279	1/17/23	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mikyla Askew	PA	2011	1fmcu9dg6bka11925	9/17/13	PA	\$14,000.00	Purchased Pre-Owned
Muhammet Aritürk	WV	2013	1FMCU9J99DUD21631	3/16/22	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Muhammet Ariturk (2)	WV	2013	1FMCU0HXXDUD68019	11/13/2023	PA	\$4,100.00	Purchased Pre-Owned
Patricia Mae Reitz	PA	2015	1FMCU0F71FUA72523	05/19/2023	PA	\$21,685.52	Purchased Pre-Owned
Paul Jones	PA	2018	1FMCU0GD4JUC04932	2/26/19	PA	\$23,488.20	Purchased Pre-Owned
Rebecca Davis	PA	2019	1FMCU0F79KUA93257	3/30/21	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Rebecca George	PA	2015	1FMCU9GX1FUC18776	11/6/19	PA	\$15,950.16	Purchased Pre-Owned
Richard Trexler	PA	2019	1FMCU9J95KUC57195	8/17/19	PA	\$35,800.00	Purchased New
Rita Videtto	PA	2020	1fmcu9h96lua20853	2/1/20	PA	See MSRP, <i>Supra</i>	Purchased New
Robert Robles	PA	2014	1FMCU0F78EUA88720	Apr 5, 2022	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Roughsedge	PA	2017	1FMCU9GD2HUE00253	2/14/18	PA	\$23,105.00	Purchased Pre-Owned
Robert Schmeltzer	NC	2011	1fmcu9dg9bka12146	11/23/2013	PA	\$20,000.00	Purchased Pre-Owned
Ronald Burkhart	PA	2014	1FMCU0GX4EUB17886	2/22/2022	PA	\$15,574.00	Purchased Pre-Owned
Sandra Prosperity Magic	PA	2013	1FMCU9HX1DUB50250	1/27/2021	PA	\$7,500.00	Purchased Pre-Owned
Sandy Montesano	PA	2011	1FMCU9DG0BKB09378	3/7/10; 6/17/11	PA	\$25,000.00	Purchased New
Scott Christensen	PA	2018	1FMCU9HD8JUD46736	11/15/18	PA	\$26,000.00	Purchased New
Shandra Patterson	PA	2013	1fmcu9gx3dud75383	11/30/21	PA	\$15,000.00	Purchased Pre-Owned
Shawn Crotsley	PA	2014	1FMCU9GX0EUB75658	3/4/15	PA	\$24,000.00	Purchased Pre-Owned
Steve Keady	PA	2014	1fmcu9gx5eud35548	10/12/21	PA	\$17,000.00	Purchased Pre-Owned
Susann Moore	PA	2017	1FMCU9GD9HUE89500	10/2/17	PA	\$28,000.00	Purchased New
Suzanne H & Allen Scott Brandt	PA	2017	1FMCU0F72HUF01350	10/27/17	PA	See MSRP, <i>Supra</i>	Purchased New
Tabitha Strupp	PA	2014	1FMCU0GX0EUC18133	11/10/22	PA	\$15,000.00	Purchased Pre-Owned
Tammie Rice	PA	2016	1FMCU9GX1GUB93170	5/20/16	PA	See MSRP, <i>Supra</i>	Purchased New
Tammy Greygor	PA	2014	1FMCU9GX5EUC33943	5/27/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Thomas Maxwell	PA	2015	1FMCU0GX6FUC58928	9/13/17	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tom Clark	PA	2011	1FMCU9D71BKA47103	3/12/19	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Trevor Gordon	PA	2019	1FMCU9HD5KUB44521	4/5/22	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Velda Robinson	PA	2014	1FMCU9JX8EUC63852	7/15/15	PA	\$19,432.00	Purchased Pre-Owned
Verdiana Quinn (1)	PA	2010	1FMCU9DG1AKC23288	12/8/15	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Verdiana Quinn (2)	PA	2018	1FMCU9HD6JUB94519	2/9/2024	PA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Vincent Pantaleo	PA	2014	1FMCU0JX1EUC90905	4/15/18	PA	\$19,000.00	Purchased Pre-Owned
Debra Cicchelli	RI	2019	1FMCU0HD1KUB41174	6/5/19	RI	\$25,000.00	Purchased New
Harry McCoy	NC	2014	1FMCU0GX2EUC80603	4/20/2022	SC	\$13,736.00	Purchased Pre-Owned
Hugh V. Blackwell Ent Inc DBA Hugh	SC	2016	1FMCU0JX1GUB11488	2/16/16	SC	See MSRP, <i>Supra</i>	Purchased New
James Lewis	SC	2019	1FMCU0F75KUC19789	4/15/22	SC	\$23,000.00	Purchased Pre-Owned
Jodi Miller	MI	2017	1FMCU0GD2HUE85140	5/5/20	SC	\$16,000.00	Purchased Pre-Owned

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John Grigg	VA	2015	1FMCU9J90FUB25404	8/15/21	SC	\$15,258.09	Purchased Pre-Owned
Joseph Mitchell	SC	2020	1FMCU0H60LUA22065	4/26/23	SC	\$27,000.00	Purchased Pre-Owned
Julie Huston	SC	2014	1FMCU0JX8EUC19930	7/31/18	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Kenneth Ofair	SC	2018	1FMCU0F77JUA33220	12/20/2022	SC	\$22,785.00	Purchased Pre-Owned
Pamela Grant	SC	2012	1FMCU0DGXCKB09725	9/1/12	SC	\$23,500.00	Purchased New
Rex Watford	SC	2016	1Fmcu0Gx8Guc85887	5/26/23	SC	See MSRP, <i>Supra</i>	Leased Pre-Owned
Victoria Latham	NC	2017	1FMCU0GD4HUD06662	9/14/22	SC	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Andy & Sharon Unruh	SD	2018	1FMCU9GDXJUB70306	4/18/20	SD	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Garry Felsheim	SD	2012	1FMCU9EG6CKA09785	11/15/23	SD	\$10,100.00	Purchased Pre-Owned
Rusty Canaday	SD	2018	1FMCU9J97JUD44336	8/24/18	SD	\$42,998.00	Purchased New
Aaron Simpson	TN	2016	1FMCU0F77GUB43421	9/6/20	TN	\$26,000.00	Leased Pre-Owned
Amanda Beavers	TN	2016	1FMCU0F77GUB88648	2/19/16	TN	\$22,000.00	Purchased New
Brandon Marshall	TN	2016	1FMCU0JX4GUB45957	10/14/23	TN	See MSRP, <i>Supra</i>	Leased Pre-Owned
Bruce Clifford	TN	2017	1FMCU0GDHXUC18456	4/5/21	TN	\$10,000.00	Purchased Pre-Owned
Cammie Wilford	KY	2015	1FMCU9GXXFUA39636	4/7/18	TN	\$15,000.00	Purchased Pre-Owned
Chad & Amy Feigley	TN	2015	1FMCU0G92FUB42014	1/16/24	TN	\$14,000.00	Purchased Pre-Owned
Cheslee Navarro	TN	2015	1FMCU0J92FUB10883	2/18/17	TN	\$22,763.00	Purchased Pre-Owned
Darryl Baird	TN	2019	1FMCU0F73KUB99784	5/30/2020	TN	\$32,009.00	Purchased New
Elaine Fink	TN	2014	1FMCU0GXXEUB22574	4/15/14	TN	See MSRP, <i>Supra</i>	Purchased New
Gary Paschall	TN	2014	1FMCU0J93EUC34613	12/8/13	TN	See MSRP, <i>Supra</i>	Purchased New
James Catherine	TN	2014	1FMCU0GXXEUB22624	6/4/15	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Draper	TN	2015	1FMCU0JX9FUB45645	2/17/2020	TN	\$19,762.00	Purchased Pre-Owned
Joseph & Angela Linder	TN	2014	1FMCU0GX4EUD35696	4/19/21	TN	\$14,000.00	Purchased Pre-Owned
Lorenzo Lozano	TN	2013	1FMCU9J96DUC84909		TN	\$11,000.00	Purchased Pre-Owned
MaryLisa Wagner	TN	2013	1fmcu0h94dua08004	7/18/17	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Lamon	TN	2013	1fmcu0f7xdub28746	2/20/21	TN	\$10,400.00	Purchased Pre-Owned
Stacy Ambrose	TN	2017	1fmcu0gd0huc43530	1/4/17	TN	\$27,000.00	Purchased New
Steven Hignight	FL	2013	1FMCU0F7XDUB43747	1/8/18	TN	\$11,180.30	Purchased Pre-Owned
Tim Cornish	TN	2017	1FMCU0GD7HUE63814	01/01/2021	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tina Warren	TN	2016	1FMCU0F75GUC21131	8/31/22	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
William Jackson	TN	2015	1fmcu0g73fua87491	9/22/21	TN	See MSRP, <i>Supra</i>	Purchased Pre-Owned
William Martis	TN	2017	1FMCU0F7XHUE12593	8/1/17	TN	\$31,100.00	Purchased New
Beverly Taylor	TX	2019	1fmcu0f76kub56413	9/17/19	TX	See MSRP, <i>Supra</i>	Purchased New
Cindy Rand	TX	2013	1FMCU0GX0DUC80470	3/20/19	TX	\$5,500.00	Purchased Pre-Owned
Cynthia Blocker	TX	2017	1FMCU0JD2HUB06209	4/19/19	TX	\$23,781.32	Purchased Pre-Owned
Danny Smothermon Jr	TX	2014	1FMCU0GX5EUA37819	8/13/13	TX	\$26,977.33	Purchased New
Donald Cunningham	TX	2014	1FMCU0JX2EUC20765	Apr 8, 2014	TX	\$28,600.00	Purchased New
Donna Gadberry	TX	2020	1FMCU0G67LUA31668	12/29/2023	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned

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Donna Gourley	TX	2011	1FMCU0D76BKA43639	8/31/15	TX	\$7,500.00	Purchased Pre-Owned
Elizabeth Moravek	TX	2015	1FMCU0GXXFUB05159	8/21/17	TX	\$12,000.00	Purchased Pre-Owned
Gary Cheatwood	TX	2014	1FMCU0J97EUB08061	1/9/14	TX	\$36,500.00	Purchased New
Gwen Tyler	TX	2014	1FMCU0J93EUA84101	1/4/14	TX	\$21,000.00	Purchased New
Hannah Ellis	TX	2017	1FMCU0GD4HUC00616	8/20/20	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Henry Farias	TX	2020	1Fmcu0f61Luc32810	12/15/20	TX	\$32,000.00	Purchased New
James Alford	TX	2014	1FMCU0F79EUD43570	1/6/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jason Goodwin	TX	2018	1FMCU0GDXJUD36724	12/5/18	TX	\$23,676.00	Purchased New
Jay Wilhelm	IL	2015	1FMCU0GX6FUB80148	12/15/21	TX	\$16,500.00	Purchased Pre-Owned
Joshua Biggert	NM	2010	1FMCU0EGXAKC16219	1/21/23	TX	\$6,000.00	Purchased Pre-Owned
Joshua Biggert (3)	NM	2012	1FMCU0D72CKB41729	6/2/2021	TX	\$5,000.00	Purchased Pre-Owned
Kelly Miller	TX	2018	1FMCU0GD1JUB41773	2/8/2018	TX	\$21,000.00	Purchased New
Larry Henson	TX	2013	1FMCU0HX6DUA17060	5/8/18	TX	\$15,000.00	Purchased Pre-Owned
Leslie Evans	LA	2016	1FA6P0HD4G5111506	4/29/2021	TX	\$11,838.65	Purchased Pre-Owned
Lori Lenstrom	TX	2017	1FMCU0GD8HUA32124	9/19/16	TX	\$33,905.70	Purchased New
Mack Thweatt	TX	2015	1FMCU9GX8FUB48564	4/8/20	TX	\$10,000.00	Purchased Pre-Owned
Manuel Baquera	TX	2010	1FMCU0D79AKA10701	12/22/09	TX	\$23,000.00	Purchased New
Mary Jones	TX	2018	1FMCU0F79JUC59002	7/31/18	TX	See MSRP, <i>Supra</i>	Purchased New
Matt & Cynthia Bonner (2)	TX	2019	1FMCU0GD2KUB07827	7/28/22	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Michael Kuchinsky Sr	TX	2015	1FMCU0JX5FUB66959	11/17/16	TX	\$30,177.25	Purchased Pre-Owned
Mitchell Dees	TX	2013	1FMCU0HX4DUA52955	Aug 8, 2021	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Orion Casper	TX	2017	1FMCU0GD1HUE35202	7/7/16	TX	\$27,022.00	Purchased New
Rebecca Gutierrez	NM	2019	1FMCU0GD0KUB00696	7/15/19	TX	\$24,000.00	Purchased New
Rebecca Stephenson	OK	2018	1FMCU0F75JUA09529	3/26/18	TX	\$32,811.84	Purchased New
Richard Gatlin	TX	2010	1FMCU0DG3AKA71882	7/12/12	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Robert Woods	TX	2013	1FMCU9J9XDUC24213	5/10/22	TX	\$8,780.00	Purchased Pre-Owned
Scott & Angelique Higgins (1)	TX	2015	1FMCU0GX3FUC78652	8/15/2017	TX	\$17,499.00	Purchased Pre-Owned
Scott Higgins (2)	TX	2017	1FMCU0JD3HUB21415	3/18/23	TX	\$3,500.00	Purchased Pre-Owned
Sylvia Marchan	TX	2013	1FMCU0H94DUC36665	1/10/2020	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Tammy Cardone	TX	2013	1fmcu0f77dua93096	9/6/18	TX	\$11,500.00	Purchased Pre-Owned
Tina Burkham	TX	2017	1FMCU0GD4HUC95159	8/1/21	TX	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Troy Moore	TX	2013	1FMCU0G93DUD85652	4/21/20	TX	\$13,590.00	Purchased Pre-Owned
Vicki Kohutek	TX	2016	1FMCU0GX5GUA20912	8/24/15	TX	\$28,025.00	Purchased New
Victor Marshall	TX	2018	1FMCU0F76JUC59149	7/18/18	TX	\$23,450.00	Purchased New
Jennifer Cunningham	UT	2011	1fmcu0dg5bka53904	12/13/23	UT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Judy Bolton	UT	2014	1FMCU9GX9EUD44074	8/15/24	UT	\$24,000.00	Purchased New
Marianne Tate	AZ	2016	1fmcu0jxxgua45393	9/21/15	UT	\$33,311.49	Purchased New
Robert Langford	UT	2013	1fmcu9j98duc15087	3/10/20	UT	\$21,000.00	Purchased Pre-Owned

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Turner Stucki	UT	2011	1fmcu0d77bkc54543	10/12/20	UT	\$15,000.00	Leased Pre-Owned
Angela Burke	TN	2016	1FMCU0G78GUA26784	8/15/15	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Charles Dirienzo	VA	2017	1FMCU9GD2HUE63241	4/9/17	VA	See MSRP, <i>Supra</i>	Purchased New
Christian Yaeckel	VA	2012	1fmcu9dg3ckc37437	5/16/20	VA	\$4,500.00	Purchased Pre-Owned
David Morrison	VA	2012	1FMCU0E76CKA67181	12/5/23	VA	\$6,599.00	Purchased Pre-Owned
Diane Hubener	VA	2017	1FMCU9J99HUD96318	9/25/17	VA	\$22,039.54	Purchased Pre-Owned
Don Bisailon	VA	2013	1FMCU9G96DUB91427	8/24/13	VA	\$30,843.42	Purchased New
Ethel Riley	VA	2017	1FMCU0GD6HUC62650	Aug 18, 2020	VA	\$15,999.00	Purchased Pre-Owned
Howard Hurley	VA	2019	1FMCU0GD6KUB49417	6/10/17	VA	\$17,500.00	Purchased New
JoAnn & Ronald Johnson	VA	2017	1FMCU9GD9HUC07727	01/01/2017	VA	See MSRP, <i>Supra</i>	Purchased New
Jody Bozzell	VA	2012	1FMCU0DG9CKB50033	1/9/13	VA	\$12,000.00	Purchased Pre-Owned
Kemerly Deus	VA	2015	1FMCU0GX1FUB35635	7/15/18	VA	\$15,900.00	Purchased Pre-Owned
Lillian Weeks Raymond	MD	2012	1FMCU0D75CKC76610	5/30/2012	VA	See MSRP, <i>Supra</i>	Purchased New
Linda Utting	VA	2011	1FMCU9D79BKB43125	10/28/15	VA	\$14,950.00	Purchased Pre-Owned
Michael Russell	MD	2013	1FMCU0J92DUA84556	10/23/21	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Neel Sutton	VA	2016	1FMCU0GX2GUB90435	4/12/2016	VA	Leased at \$500 per month	Leased New
Patricia Floyd	VA	2013	1FMCU9J9XDUA16252	6/12/12	VA	See MSRP, <i>Supra</i>	Purchased New
Paul Vanderplow	MI	2012	1fmcu0c77cka70559	12/14/11	VA	\$25,216.86	Purchased New
Penny Poe	NC	2013	1FMCU0F71DUC90815	4/4/15	VA	\$19,000.00	Purchased Pre-Owned
Rachel Stream	MD	2019	1FMCU0GD5KUB30275	11/9/2019	VA	\$20,800.00	Purchased Pre-Owned
Richard Moyers (2)	WV	2013	1FMCU9HX5DUA05003	5/2/2021	VA	\$7,200.00	Purchased Pre-Owned
Rita Friend	VA	2016	1FMCU9J98GUB31985	11/30/2015	VA	\$35,614.00	Purchased New
Robert M Guyton	VA	2012	1FMCU5K30CKB33139	12/9/22	VA	\$6,500.00	Purchased Pre-Owned
Roger Avery	VA	2017	1FMCU9GD8HUA73406	1/20/20	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Ronald Byrd	VA	2016	1FMCU0GX0GUB31853	10/30/2023	VA	\$10,000.00	Purchased Pre-Owned
Shannon Spady	VA	2014	1fmcu0gx8euc02276	7/13/22	VA	\$14,000.00	Purchased Pre-Owned
Shirley Foutz	VA	2015	1FMCU9GX0FU888817	10/5/16	VA	\$20,000.00	Purchased Pre-Owned
Stephanie Bradner	VA	2020	1FMCU9H94LUA30667	10/15/22	VA	\$30,000.00	Purchased Pre-Owned
Stephen Sabanosh	VA	2012	1FMCU0EG3CKC37593	4/20/17	VA	\$12,689.00	Purchased Pre-Owned
Steven & Tondea Irby	VA	2015	1fmcu9g97fuc06701	8/18/16	VA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Suzanne Brooks Mines	VA	2015	1FMCU9GXXFUB00645	8/16/17	VA	\$19,297.00	Purchased Pre-Owned
Becky Lamica	NY	2011	1fmcu9dg8bkb69330	2/13/21	VT	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Craig Colligan	NY	2015	1FMCU9GX3FUB87062	8/18/2018	VT	\$15,000.00	Purchased Pre-Owned
Barbara Pilkington	WA	2017	1FMCU9J99HUD94049	7/17/17	WA	\$36,991.00	Purchased New
Francis Riel	WA	2014	1FMCU9GX7EUE41659	6/16/16	WA	\$28,984.48	Purchased Pre-Owned
James & Laurel Anderson	ID	2017	1fmcu9gd1hua15413	8/8/16	WA	\$32,019.66	Purchased New
Jerry Pounds	WA	2016	1FMCU9GXXGUC44715	4/16	WA	See MSRP, <i>Supra</i>	Purchased New
John Vose	WA	2014	1FMCU9GX8EUE14194	8/23/16	WA	\$18,500.00	Purchased Pre-Owned



Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Michael Chandler	WA	2016	1FMCU9GX1GUC00683	6/4/16	WA	\$27,540.00	Purchased New
Ronald Carpenter	OH	2010	1FMCU0D7XAKB00942	1/16/17	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Shawna Zubaugh	WA	2018	1FMCU0F75JUA25150	09/06/23	WA	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Thomas William & Vicki Elizabeth Hae	WA	2017	1FMCU9J99HUB03016	1/16/21	WA	See MSRP, <i>Supra</i>	Purchased New
Alisha Boever	MN	2016	1FMCU9G96GUA45033	7/10/2018	WI	\$24,000.00	Purchased Pre-Owned
Becky Long-Lake	WI	2016	1FMCU0J95GUB44883	10/20/21	WI	\$15,545.00	Purchased Pre-Owned
Benjamin Allred	OR	2012	1fmcu9d72ckb00165	11/15/18	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Brandon Bork	MN	2014	1FMCU0GX8EUD25768	2/8/24	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Caroline Pendergast	WI	2014	1FMCU9GX4EUD95305	10/25/23	WI	\$13,397.00	Purchased Pre-Owned
Christine Vernati	WI	2015	1FMCU9J97FUA38390	5/20/22	WI	\$20,318.84	Purchased Pre-Owned
Clayton Jebavy	WI	2015	1FMCU0JXXFUB37148	9/17/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Daniel Kaye	MN	2016	1FMCU9GD0KUB04235	11/14/19	WI	\$30,215.00	Purchased New
Dennis G & Nancy F Purtell	WI	2018	1FMCU9GDJUC73984	10/30/18	WI	\$24,626.41	Purchased New
James Morrison	WI	2013	1FMCU9H94DUB99699	6/29/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
James Tylke	WI	2017	1fmcu9gd8huc61570	10/15/19	WI	\$16,932.68	Purchased Pre-Owned
Jennifer Frank	WI	2017	1FMCU9GD7HUC42265	3/27/20	WI	\$14,617.20	Purchased Pre-Owned
John Moran	WI	2010	1FMCU0DG4AKA10430	10/21/2018	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Karen Kelsey	WI	2017	1FMCU0F73HUC66750	6/29/23	WI	\$8,900.00	Purchased Pre-Owned
Karri Bell	WI	2018	1FMCU9HD3JUB84059	10/18/18	WI	\$36,086.65	Purchased New
Keith Neitzke	WI	2014	1FMCU0GX0EUB96943	3/18/19	WI	\$11,500.00	Purchased Pre-Owned
Latresa Lawrenz	WI	2018	1FMCU9HD5JUB68879	9/16/21	WI	\$22,000.00	Purchased Pre-Owned
Lincoln Vircks	WI	2013	1fmcu0gx7dua04187	8/20/15	WI	\$21,000.00	Purchased Pre-Owned
Lynn Roth	WI	2013	1FMCU9HX0DUB30362	10/5/21	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mark Field	WI	2016	1fmcu9gx0gub40895	4/26/2021	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Samuel Silverstein	WI	2013	1FMCU9H94DUA72547	8/20/15	WI	\$19,000.00	Purchased Pre-Owned
Stacey Tallman & Chris Brooks	WI	2017	1FMCU0G94HUB17845	12/22/22	WI	\$23,500.00	Purchased Pre-Owned
Stacy Siefert	WI	2017	1fmcu9j98hua32293	3/28/2023	WI	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Timothy Wells	WI	2014	1fmcu9g92euc57781	06/30/2014	WI	See MSRP, <i>Supra</i>	Purchased New
Amanda & David Doyle	LA	2014	1FMCU0GX7EUD46403	6/5/17	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Amanda J & Joshua L Floyd	WV	2016	1FMCU9GX6GUC49779	4/18/19	WV	\$17,187.10	Purchased Pre-Owned
George Saville	WV	2018	1Fmcu9hdxjuc74454	4/4/22	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Jason L. Joel	KY	2014	1FMCU9G96EUC66502	May 2023	WV	\$16,000.00	Purchased Pre-Owned
Larry Lilly	WV	2012	1fmcu9eg5ckb52436	10/18/18	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Mary Friend	WV	2016	1fmcu9gx0guc55044	11/11/2021	WV	\$27,000.00	Purchased Pre-Owned
Melinda Salisbury	WV	2013	1FMCU9HXXDUD87089	3/12/21	WV	\$10,000.00	Purchased Pre-Owned
Michael & Stephanie Metz	WV	2017	1FMCU9GD7HUC46090	4/1/17	WV	\$27,000.00	Purchased New
Paul Ochs	WV	2016	1FMCU9G91GUC54941	6/9/22	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Randolph McMillion	WV	2016	1fmcu9gx4gub93826	8/6/17	WV	\$25,000.00	Purchased Pre-Owned

Full Name	Residential State	Year	VIN	Purchase Date	Purchase State	Purchase Price	Type of Ownership
Richard Moyers (1)	WV	2016	1FMCU9GX1GUB53820	7/14/16	WV	\$23,000.00	Purchased New
Richard Moyers (3)	WV	2016	1fmcu9gx6gub75909	1/14/2024	WV	See MSRP, <i>Supra</i>	Purchased Pre-Owned
Susan Briggs	WV	2013	1FMCU9H99DUA29886	11/15/21	WV	\$14,000.00	Purchased Pre-Owned
Tamara Kenney	WV	2015	1FMCU9JX3FUA98049	8/1/22	WV	\$23,000.00	Purchased Pre-Owned
Verlin Crookshanks	WV	2017	1FMCU9G95HUD01809	11/16/23	WV	\$15,458.72	Purchased Pre-Owned
Zachary Lawson	WV	2014	1FMCU0F79EUE05999	5/12/21	WV	\$18,795.00	Purchase Pre-Owned
Jon Cecil	WY	2013	1FMCU0J90DUB90746	Apr 4, 2015	WY	\$31,320.24	Purchased Pre-Owned
Kristine Rushing	WY	2010	1FMCU9EG5AKD06270	6/25/10	WY	\$35,000.00	Purchased New
Lee Williams	WY	2018	1FMCU9HD8JUC76266	12/12/17	WY	See MSRP, <i>Supra</i>	Purchased New

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197. The allegations contained in the charts are based on the facts as known to Plaintiffs or available through reasonable efforts and without the benefit of formal discovery. Ford however, has superior access to Ford dealerships' detailed warranty-covered repair records for Plaintiffs, and additional information unknown to some Plaintiffs herein regarding transmission type or variations thereto, if any, through one or more of Ford's three electronically accessible information-sharing platforms: Oasis, FMC360, and CuDL. These databases are commonly used by Ford's Customer Service and/or authorized dealership employees to, *inter alia*, document consumer complaints for the ultimate purpose of providing Ford clear details as to public concerns regarding product issues.

**FEDERAL CLAIMS**

**BY ALL PLAINTIFFS**

**COUNT I**

**VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT  
(15 U.S.C. § 2301, *et seq.*)**

198. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

199. This claim arises from Ford's violation of the Magnuson-Moss Warranty Act ("MMWA").

200. Plaintiffs are consumers as defined in 15 U.S.C. § 2301(3).

201. Ford is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)(5).

202. The Vehicles are consumer products as defined in 15 U.S.C. § 2301(6).

203. Ford delivered the Vehicles subject to a written warranty and/or a service contract as those terms are defined in 15 U.S.C. § 2301(6) and 2301(8), respectively.

204. 15 U.S.C. § 2301(a)(1) requires Ford, as warrantor, to remedy any defect, malfunction or nonconformance of the Vehicles within a reasonable time and without charge to Plaintiffs.

205. The amount in controversy of this action as to each subject Vehicle exceeds the sum of \$75,000.00, exclusive of interest, costs and attorney fees, computed based on all claims to be determined in this lawsuit.

206. The Transmission Defects occurred within the temporal scope and mileage parameters set forth in Ford's written express warranty, yet Ford failed to adequately repair the Vehicle's Transmission Defects under the warranty within a reasonable time.

207. 15 U.S.C. §2310(d)(1) permits Plaintiffs to bring an action against Ford for any breach of express or implied warranty arising under state law, as well as any violation of the MMWA.

208. 15 U.S.C. § 2308(a) prohibits Ford from disclaiming the implied warranty of merchantability, and 15 U.S.C. §2308(c) renders any attempted disclaimer invalid.

209. Plaintiffs have had direct dealings with either Ford or Ford's agents to establish privity of contract with Ford.

210. Ford authorized dealerships and technical support organizations operating under contract with Ford are agents of Ford.

211. Notwithstanding the foregoing allegations, privity is not required because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the consumers (including Plaintiffs herein) only.

212. Even though Plaintiffs have complied with all conditions precedent, Ford has failed and/or refused to remedy within a reasonable time and without charge, the Transmission Defects.

213. Plaintiffs have each given Ford a reasonable opportunity to cure its breach.

214. Giving Ford additional opportunity to cure its breach of its written warranties would be unnecessary and futile here. Plaintiffs have already done so, and Ford has failed, after numerous attempts, to cure the defects.

215. At the time of the sale or lease of each of the Vehicles, Ford knew, should have known, or was reckless in not knowing, of its omissions and/or

misrepresentations concerning the 6F35 Transmission's inability to perform as warranted, but it nonetheless failed to rectify the situation and/or disclose the defective design. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure or give Ford additional opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

216. Further, for the Vehicles, Ford's warranty books state that resort to its informal settlement dispute procedure administered by the Better Business Bureau is optional, to-wit:

## **2. Important information you should know**

### **IF YOU NEED CUSTOMER ASSISTANCE**

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

*See Ford Warranty Book Excerpts.* Therefore, pre-suit resort to the BBB Auto Line program is not required. *See* 16 C.F.R. § 703(b)(3) and 16 C.F.R. § 701.01(j)(2).

217. As a result of Ford's breaches of express and implied warranties, Ford's failure to remedy the Transmission Defects within a reasonable time and without charge to Plaintiffs, and Ford's other violations of the MMWA, as set forth *supra*, Plaintiffs have suffered the damages set forth herein.

218. Plaintiffs would suffer economic hardship if they returned their Vehicles but did not receive the return of all payments made by them. Because Ford is refusing to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiffs have not re-accepted their Vehicles by retaining them, as they must continue using them due to the financial burden of securing alternative means of transport for an uncertain and substantial period of time.

219. For Vehicles covered by a lease or finance contract, Ford has a duty to indemnify and hold Plaintiffs harmless should Plaintiffs prevail on their claims for violation of the MMWA.

220. For Ford's violation of the MMWA, Plaintiffs seek all damages permitted by law, including diminution in value of the Vehicles and/or loss of the benefit of the bargain, in an amount to be proven at trial. Plaintiffs seek an Order requiring Ford to accept return of the Vehicles and refund Plaintiffs' purchase or lease price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 U.S.C. § 2310(d)(2), or in the alternative and at Plaintiffs election prior to entry of the Court's final judgement, that Plaintiffs be awarded damages in the amount Plaintiffs are found to be entitled, plus interest, costs and attorney fees.

**BY ALL PLAINTIFFS  
COUNT II  
FOR DECLARATORY AND INJUNCTIVE RELIEF PURSUANT TO THE  
DECLARATORY JUDGMENT ACT**

**(28 U.S.C. § 2201)**

221. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

222. The Declaratory Judgment Act provides that “[i]n a case of actual controversy within its jurisdiction . . . any court of the United States, upon the filing of an appropriate pleading, may declare the right and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.” 28 U.S.C. § 2201(a).

223. There exists an actual controversy between Plaintiffs and Ford in this case with respect to Plaintiffs’ vehicles—specifically, that Ford has breached its contractual obligations to Plaintiffs and continues to conceal the Transmission Defects.

224. Plaintiffs suffer ongoing harm and the possibility of future harm because Ford has not issued a recall or provided an appropriate fix for the Transmission Defects described above. As a result, the Defects and their attendant safety hazards continue to pose a severe risk of danger to Plaintiffs.

225. Accordingly, Plaintiffs seek declaratory and injunctive relief against Ford, including:

- a. A judicial declaration that the vehicles’ transmissions have a material safety defect;



- b. A judicial declaration that Ford has breached its warranties issued to Plaintiffs;
- c. A judicial declaration that Ford failed to comply with the defect notification and remedy requirements contained at 49 U.S.C. § 30118 and 49 U.S.C. § 30120;
- d. A judicial decree requiring Ford to comply with the defect notification and remedy requirements contained at 49 U.S.C. § 30118 and 49 U.S.C. § 30120;
- e. A judicial decree requiring that Ford notify the public and NHTSA of the existence of the Transmission Defects;
- f. A judicial decree requiring that Ford recall Plaintiffs' vehicles;
- g. A judicial decree requiring that Ford provide an adequate repair for Plaintiffs' vehicles;
- h. A judicial decree requiring that Ford provide replacement vehicles in the event that Ford cannot provide an adequate repair.

226. Issuing the relief requested will serve a useful, practical purpose and further the interests of justice and preserve the parties' resources because it will provide a key central element of the claims at issue—namely, the existence of a defect and breach of warranty to Plaintiffs.

### **STATE LAW CLAIMS**

227. The state-law claims below are each brought by the individual Plaintiffs who purchased or leased their Vehicles in that state, as set forth in the charts above.

**ALABAMA**  
**COUNT I**  
**VIOLATION OF ALABAMA DECEPTIVE TRADE PRACTICES ACT**  
**(Ala. Code § 8-19-1, *et seq.*)**

228. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

229. The conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including without limitation Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

230. Ford's actions, as set forth herein, occurred in the conduct of trade or commerce.

231. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

232. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

233. Ford's conduct proximately caused the injuries to Plaintiffs.

234. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

235. Pursuant to ALA. CODE § 8-19-8, Plaintiffs will serve the Alabama Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Ala. Code § 7-2-313)**

236. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

237. Ford is and was at all relevant times a merchant with respect to motor vehicles.

238. In the course of selling its vehicles, Ford expressly warranted in writing that the vehicles were covered by a Warranty.

239. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

240. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

241. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined

in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

242. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

243. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

244. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

245. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or

concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

246. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

247. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in ALA. CODE § 7-2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

248. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Ala. Code § 7-2-314)**

249. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

250. Ford is and was at all relevant times a merchant with respect to motor vehicles.

251. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions, pursuant to Ala. Code § 7-2-314.

252. These Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

253. Plaintiffs have had sufficient dealings with either the Ford or their agents (dealerships) to establish privity of contract between Plaintiffs. Notwithstanding this, privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally, privity is also not required because Plaintiffs' Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

254. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Alabama Law)**



255. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

256. To the extent Ford's repair commitment is deemed not to be a warranty under Alabama's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

257. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

258. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Alabama Law)**

259. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

260. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

261. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

262. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

263. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

264. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

265. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

266. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

267. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Defendant. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

268. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Alabama Law)**

269. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

270. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

271. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

272. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

273. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**ALASKA**  
**COUNT I**

**BREACH OF EXPRESS WARRANTY  
(Based on Alaska Law)**

274. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

275. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).

276. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in UCC Sections 2-313 and 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain upon which each Plaintiff relied.

277. Plaintiffs' Vehicles were not as warranted and represented in that they have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents, and consumer complaints in Ford's possession.

278. Due to the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

279. The value of Plaintiffs' Vehicles has significantly diminished.

280. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

281. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty accompanying their Vehicles.

282. Ford has breached its express warranties by failing to repair the Vehicles adequately and to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

283. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and adjustment of defective parts failed of its essential purpose, under UCC Section 2-719(2) and the above remedy is not the exclusive remedy under UCC Section 2-719(1)(b).

284. The Vehicles continue to contain defects that substantially impair their use and value to the Plaintiffs.

285. Plaintiffs could not have reasonably discovered the Transmission Defects before they accepted the Vehicles.

286. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered before acceptance and, further, by Ford's failure to disclose the Transmission Defects and Ford's active concealment of same.



287. Due to the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles. They cannot reasonably rely upon them for the ordinary purpose of safe, reliable, and efficient transportation.

288. Plaintiffs have suffered the damages above due to Ford's breach of express warranties.

289. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford must indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

290. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Based on Alaska Law)**

291. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

292. Defendant is a merchant concerning motor vehicles under the Uniform Commercial Code Section 2-104(1).

293. The Vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and Section 2A-212.

294. The Vehicles were not fit for the ordinary purpose for which such goods are used, and the Vehicles would not pass without objection in the trade for the product description.

295. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

296. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the Vehicles continued to be in unmerchantable condition at the time of filing this Complaint.

297. Due to Ford's breaches of implied warranties, Plaintiffs have suffered damages.

298. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford must indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

299. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled to, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective Vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold

Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Alaska Law)**

300. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

301. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their Transmissions were defective and susceptible to sudden and premature failure, acting with malice and disregard for Plaintiffs' rights.

302. In particular, Plaintiffs are informed, believe, and allege that before acquiring their Vehicles, Ford was well aware and knew that the transmission installed on the Vehicles was defective. Still, Ford concealed this fact from the Plaintiffs at the time of the sale and thereafter.

303. Ford knew or should have known that the 6F35 Transmission had a Transmission Defect and acted with reckless indifference to the interests of Plaintiffs. This defect presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

304. Plaintiffs are informed, believe, and thereon allege that Ford acquired its knowledge of the Transmission Defects before Plaintiffs acquired their Vehicles through sources not available to consumers such as Plaintiffs, including but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

305. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defects and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

306. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, they would not have purchased or leased their Vehicles.

307. Indeed, Ford knew that their Vehicles' 6F35 Transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

308. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences before Plaintiffs acquired their Vehicles, though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;
- b. Ford was in a superior position from various internal sources to know (or should have known) the actual state of facts about the material defects contained in vehicles equipped with 6F35 Transmission and
- c. Plaintiffs could not reasonably have been expected to discover the Vehicles' Transmission Defects and their potential consequences until after the Plaintiffs purchased their Vehicles.

309. By failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

310. The facts concealed by Ford are material in that a reasonable person would have considered them important in deciding whether to purchase or lease the Vehicles.

311. Had Plaintiffs known that the Vehicles' transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

312. Plaintiffs are reasonable consumers who do not expect their transmissions to fail or not work properly.

313. Plaintiffs expected and assumed that Ford would not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions.

314. Plaintiffs expected and assumed Ford would disclose any defect, including the Transmission Defects, to consumers before selling affected vehicles.

315. Due to Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

316. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions.



317. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein and affirmatively misrepresented and misrepresented the above-described symptoms as being “normal” when Ford knew and continues to know that its representations and omissions are misleading. Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

318. Plaintiffs, reasonably relying on Ford’s representations and omissions, were deceived into purchasing the Vehicles at prices far above the values that would have been assigned to them had these Transmission Defects and dangers been disclosed; further, Ford’s representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs’ rights and remedies with respect to the Transmission Defects.

319. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or would not have paid the contract or lease price.

320. Ford’s representations and omissions, as herein alleged, were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles’ defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented

to Plaintiffs that the symptoms described above were “normal,” or were somehow the Plaintiffs' fault, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby eliminated or restricted their ability to substantiate their claims, which require documentary evidence of multiple repairs or repair attempts by (a) charging “inspection fees” for warranty work to deter Plaintiffs from seeking repairs and submitting claims timely; (b) refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and (c) failing to provide service records upon request by Plaintiffs, to further limit Plaintiff's ability to corroborate the existence of multiple repairs or repair attempts.

321. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

322. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT**  
**(Alaska Stat. § 45.50.471, *et seq.*)**

323. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

324. The Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et seq.* ("UTPA"), prohibits unfair or deceptive acts or practices in the conduct of trade or commerce.

325. Ford's conduct, as set forth herein, constitutes unfair or deceptive acts or practices, including, *inter alia*, its manufacture and sale of vehicles with Transmission Defects, which Ford failed to investigate, disclose, and remedy adequately, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

326. Ford engaged in the following violative acts or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles' transmissions had benefits or characteristics that they did not have;
- b. Representing that the vehicles' transmissions were of a particular standard or quality when they were not;
- c. Advertising the vehicles and, in particular, the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards, and qualities of the vehicles and transmissions;
- d. At the time of the sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described supra, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and appropriately inform Plaintiffs of their rights and remedies concerning the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;

- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or misunderstanding as to Plaintiffs' legal rights, obligations, and remedies concerning the subject transaction; and
- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

327. Ford's deceptive practices were designed to induce Plaintiffs to purchase or lease their vehicles with the subject 6F35 Transmission.

328. Ford's violations above create a distinct claim under UTPA.

329. Upon information and belief, the violations described above were not due to a bona fide error since Ford failed to have any procedures in place designed to prevent them and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Additionally, to this day, Ford continues to engage in the unlawful practices set forth above.

330. As a proximate result of Ford's violations, Plaintiffs have suffered a loss within the meaning of the UTPA and are entitled to recover treble actual damages and punitive damages for each violation of the UTPA, as provided under § 45.50.531.

**ARIZONA**  
**COUNT I**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Arizona Common Law)**

331. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

332. Only Plaintiffs with physical injury to their vehicles assert this claim.

333. Ford is and was at all relevant times a merchant with respect to motor vehicles.

334. A warranty that the Vehicles were in merchantable condition is implied by common law in the instant transactions.

335. These Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

336. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have suffered damage to the property of their Vehicles, in an amount to be proven at trial. Alternatively, Plaintiffs seek rescission.



**COUNT II**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Arizona Law)**

337. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

338. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

339. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their Vehicles than the Vehicles' true value and Ford thereby obtained monies which rightfully belong to Plaintiffs.

340. Ford appreciated, accepted and retained the benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits. There is no justification for Plaintiffs' impoverishment and Ford's related enrichment.

341. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT III**  
**FRAUD BY CONCEALMENT**  
**(Based on Arizona Law)**

342. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

343. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

344. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

345. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

346. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

347. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

348. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

349. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

350. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Defendant.

351. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

352. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

353. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT**  
**(Ariz. Rev. Stat. Ann. § 44-1521, *et seq.*)**

354. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

355. The Arizona Consumer Fraud Act, Ariz. Rev. Stat. Ann. § 44-1521, *et seq.* ("CFA"), prohibits the "act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in

fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.”

356. Ford’s representations regarding the Vehicle’s transmissions constituted “advertisements” as defined by CFA § 44-1521(1).

357. The Vehicles are “merchandise” as defined by CFA § 44-1521(5).

358. Ford is a “person” as defined by CFA § 44-1521(6). Conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including, *inter alia*, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

359. Ford engaged in the following violative acts or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;
- c. Advertising the vehicles and in particular the vehicles’ transmissions with the intent not to sell them as advertised and, when so doing,

concealing, and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;

- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described supra, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction; and



- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

360. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their Vehicles with the defective transmissions.

361. The above-described conduct violated the CFA.

362. Ford knew, or should have known, that its conduct was of the nature prohibited by the CFA, and was therefore willful under the CFA § 44-1531.

363. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

364. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the Act, and are entitled to recover for their losses under the CFA.

365. Plaintiffs seek, together with equitable relief, actual and/or statutory damages, interest, costs, and reasonable attorney fees as provided by statute.

**ARKANSAS**  
**COUNT I**  
**ARKANSAS PRODUCTS LIABILITY ACT**  
**(Ark. Code Ann. § 16-116-101, *et seq.*)**

366. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

367. Ford vehicles were defectively designed, manufactured, sold, or otherwise placed in the stream of commerce.

368. Ford is strictly liable in tort for Plaintiffs' injuries and damages due to the Transmission Defects. Restatement, Second, Torts § 402(a).

369. In negligently designing and manufacturing the Vehicles, by which Plaintiffs were injured, and in failing to warn Plaintiffs of the dangers of operating the Vehicles, which dangers were known to Ford but unknown to Plaintiffs, Ford has committed a tort.

370. The Vehicles which caused Plaintiffs' injuries were manufactured by Ford.

371. At relevant times, Defendant negligently and carelessly acted or failed to act, including without limitation in the following ways: by negligently and carelessly inventing, developing, designing, researching, guarding, manufacturing, building, inspecting, investigating, testing, and labeling the Vehicles; negligently and carelessly failing to provide Vehicle users, including Plaintiffs, with adequate and fair warning of the characteristics, dangers, and hazards inherent in operating

the Vehicles due to the Transmission Defects; and willfully failing to recall the Vehicles or otherwise cure one or more of the Transmission Defects. Ford thereby directly and proximately caused the injuries and damages described herein.

372. The Vehicles were unsafe for use because they were defective in the following ways: in their design, development, and manufacture; in their lack of permanent, accurate, adequate and fair warning of the characteristics, dangers, and hazards to the user, prospective user, and members of the general public, including Plaintiffs; and in Defendant's failure to recall or otherwise cure one or more defects in the Vehicles. Ford thereby directly and proximately caused Plaintiffs' described injuries.

373. Defendant knew or reasonably should have known that the Vehicles would be purchased or leased and used without all necessary testing or inspection for defects by Plaintiffs.

374. Plaintiffs were not aware of these defects at any time before purchase or lease, or else Plaintiffs were unable, as a practical matter, to cure the defective condition.

375. Plaintiffs used the Vehicles in a foreseeable manner.

376. As a proximate result of Ford's negligence, Plaintiffs suffered injuries and damages.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(Ark. Code Ann. §§ 4-2-314)**

377. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

378. In its manufacture and sale of the Vehicles, Ford impliedly warranted to Plaintiffs that its vehicles were in merchantable condition and fit for their ordinary purpose.

379. The Vehicles were defective and unfit for their ordinary use due to the Transmission Defects.

380. Under the Uniform Commercial Code there exists an implied warranty of merchantability.

381. Ford has breached the warranty of merchantability by having sold its automobiles with defects such that the vehicles were not fit for their ordinary purpose and Plaintiffs suffered damages as a result.

**COUNT III  
NEGLIGENCE  
(Under Arkansas Law)**

382. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

383. Plaintiffs are the owners of Ford vehicles that were manufactured, assembled, designed, assembled, distributed and otherwise placed in the stream of commerce by Defendant.

384. Ford had a duty to manufacture a product which would be safe for its intended and foreseeable uses and users, including the use to which it was put by Plaintiffs. Ford breached its duty to Plaintiffs because it was negligent in the design, development, manufacture, and testing of the Vehicles.

385. Ford was negligent in its design, development, manufacture, and testing of the Vehicles in that it knew, or in the exercise of reasonable care should have known, that they were prone to sudden and dangerous manifestations of the Transmission Defects.

386. Ford negligently failed to adequately warn and instruct Plaintiffs of the defective nature of the Vehicles, of the high degree of risk attendant to using them, given that Plaintiffs would be ignorant of the said defects.

387. Whereupon, the Plaintiffs respectfully rely upon the Restatement, Second, Torts 395.

388. Ford further breached its duties to Plaintiffs by supplying Vehicles directly and/or through a third person to be used by such foreseeable persons such as Plaintiffs when:

- a. Ford knew or had reason to know, that the Vehicles were dangerous or were likely to be dangerous for the use for which they were supplied;  
and

b. Ford failed to exercise reasonable care to inform customers of the dangerous condition, or of the facts under which the Vehicles are likely to be dangerous.

389. As a result of Ford's negligence, Plaintiffs suffered damages.

**COUNT IV**  
**NEGLIGENT MISREPRESENTATION/FRAUD**  
**(Ark. Code Ann. § 4-2-721)**

390. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

391. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

392. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

393. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or



reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

394. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

395. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public including Plaintiffs.

396. As a result of the misrepresentation concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages, pursuant to A.C.A. § 4-2-721, include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. For those Plaintiffs who want to rescind the purchase, then those Plaintiffs are entitled to restitution and consequential damages pursuant to A.C.A. § 4-2-721.

397. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Defendant.

398. Ford acted wantonly in causing injury to Plaintiffs or with such a conscious indifference to consequences that malice might be inferred.

399. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

400. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT V**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Arkansas Law)**

401. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

402. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same,

Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

403. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Defendant to retain these wrongfully obtained profits.

404. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT V**  
**VIOLATION OF ARKANSAS DECEPTIVE TRADE PRACTICES ACT**  
**Ark. Code Ann. § 4-88-101, *et seq.***

405. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

406. This claim is for violation of the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, *et seq.* ("DTPA") prohibits deceptive and unconscionable trade practices.

407. The conduct of Ford, as set forth herein, constitutes deceptive and unconscionable trade practices, including, *inter alia*, Ford's manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety

and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

408. Ford engaged in the following violative acts or practices in its dealings with Plaintiffs related to the sale and lease of the Vehicles:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles' transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the Vehicles' transmissions were of a particular standard or quality when they were not;
- c. Advertising the vehicles and in particular the Vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the Vehicles and transmissions;
- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;

- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction;
- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

409. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the defective transmission.

410. The above-described conduct violated the DTPA.

411. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

412. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the Act, and are entitled to recover actual damages, equitable relief, interest, costs, and reasonable attorney fees and relief as set forth in the DTPA.

**CALIFORNIA  
COUNT I  
VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT  
FOR BREACH OF EXPRESS WARRANTIES  
(Cal. Civ. Code §§ 1793.2(d) & 1791.2)**

413. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

414. Plaintiffs who purchased or leased the Ford vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

415. The Ford vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).



416. Ford is a “manufacturer” of the Ford vehicles within the meaning of Cal. Civ. Code § 1791(j).

417. Plaintiffs bought/leased new motor vehicles manufactured by Ford.

418. Ford made express warranties to Plaintiffs within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, both in its warranty manual and advertising, as described above.

419. Fusions and Escapes had and continue to have Transmission Defects that were and continue to be covered by Ford’s express warranties, and these defects substantially impair the use, value, and safety of Ford’s vehicles to reasonable consumers like Plaintiffs.

420. Ford and its authorized repair facilities failed and continue to fail to repair the Vehicles to match Ford’s written warranties after a reasonable number of opportunities to do so.

421. Plaintiffs gave Ford or its authorized repair facilities at least two opportunities to fix the defects unless only one repair attempt was possible because the Vehicle was later destroyed or because Ford or its authorized repair facility refused to attempt the repair.

422. Ford did not promptly replace or buy back the Vehicles of Plaintiffs.

423. As a result of Ford’s breach of its express warranties, Plaintiffs received goods whose dangerous condition substantially impairs their value to Plaintiffs.

Plaintiffs have been damaged as a result of the diminished value of Ford's products, the products' malfunctioning, and the nonuse of their Vehicles.

424. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiffs are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Vehicles, or the overpayment or diminution in value of their Vehicles.

425. Pursuant to Cal. Civ. Code § 1794, Plaintiffs are entitled to costs and attorneys' fees.

**COUNT II**  
**VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**  
**FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Cal. Civ. Code §§ 1792 & 1791.1)**

426. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

427. Plaintiffs who purchased or leased the Ford vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

428. The Ford vehicles are "consumer goods" within the meaning of Civ. Code § 1791(a).

429. Ford is a "manufacturer" of the Ford vehicles within the meaning of Cal. Civ. Code § 1791(j).

430. Ford impliedly warranted to Plaintiffs that its vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792, however, the Vehicles do not have the quality that a buyer would reasonably expect.

431. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following:

- a. Pass without objection in the trade under the contract description.
- b. Are fit for the ordinary purposes for which such goods are used.
- c. Are adequately contained, packaged, and labeled.
- d. Conform to the promises or affirmations of fact made on the container or label.

432. The Vehicles would not pass without objection in the automotive trade because of the Transmission Defects and their attendant safety risks.

433. Because of the Vehicles’ Transmission Defects and their attendant safety risks, they are not safe to drive and thus not fit for ordinary purposes.

434. The Vehicles are not adequately labeled because the labeling fails to disclose the Transmission Defects and their attendant safety risks

435. Ford breached the implied warranty of merchantability by manufacturing and selling vehicles containing defective transmissions that manifest the Transmission Defects. Furthermore, these defects have caused Plaintiffs to not receive the benefit of their bargain and have caused vehicles to depreciate in value.

436. As a direct and proximate result of Ford’s breach of the implied warranty of merchantability, Plaintiffs received goods whose dangerous condition

substantially impairs their value to Plaintiffs. Plaintiffs have been damaged as a result of the diminished value of Ford's products, the products' malfunctioning, and the nonuse of their vehicles.

437. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiffs are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their vehicles, or the overpayment or diminution in value of their vehicles.

438. Pursuant to Cal. Civ. Code § 1794, Plaintiffs are entitled to costs and attorneys' fees.

**COUNT III**  
**VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**  
**(CAL. CIV. CODE § 1750, *et seq.*)**

439. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

440. Ford is a "person" under Cal. Civ. Code § 1761(c).

441. Plaintiffs are "consumers," as defined by Cal. Civ. Code § 1761(d), who purchased or leased one or more Ford Vehicles.

442. Plaintiffs have previously filed an affidavit that shows venue in this District is proper, to the extent such an affidavit is required by Cal. Civ. Code § 1780(d).

443. Ford participated in unfair or deceptive acts or practices that violated

the Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, et seq., as described above and below. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships’ violations because Ford dealerships act as Ford’s agents in the United States for purposes of sales and marketing.

444. By failing to disclose and actively concealing the Transmission Defects and attendant safety risks, and by misrepresenting its vehicles as “safe,” “reliable,” “dependable,” and of high quality and by selling vehicles while violating the TREAD Act, Ford engaged in deceptive business practices prohibited by the CLRA, Cal. Civ. Code § 1750, et seq., including the following:

- a. representing that Ford Vehicles have characteristics, uses, benefits, and qualities which they do not have;
- b. representing that Ford Vehicles are of a particular standard, quality, and grade when they are not;
- c. advertising Ford Vehicles with the intent not to sell them as advertised;
- d. representing that a transaction involving Ford Vehicles confers or involves rights, remedies, and obligations which it does not;
- e. representing that the subject of a transaction involving Ford Vehicles has been supplied in accordance with a previous representation when it has not; and
- f. selling vehicles in violation of the TREAD Act.

445. As alleged above, Ford made numerous material statements about the quality, safety and reliability of Ford Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

446. Ford knew that the subject Vehicles could manifest the Transmission Defects without warning and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

447. A reasonable consumer would not have purchased or leased, or would not have paid as much as he or she did for his or her Vehicle if Ford had disclosed:

- a. that the Vehicles suffered from the Transmission Defects;
- b. that Ford was unaware of the cause of Transmission Defects in its vehicles and was not adequately investigating same;
- c. that Ford's software did not comply with safety-related coding standards and contained "major bugs" which are unacceptable in a safety critical environment, and
- d. that Ford's software was such that Transmission Defects could occur that went undetected by Ford's fail-safe systems.



448. Ford owed Plaintiffs a duty to disclose the defective nature of the Vehicles, including the Transmission Defects, attendant safety risks, and facts relating to the quality of the vehicles being manufactured because Ford:

- a. Possessed exclusive knowledge of the Transmission Defects rendering Vehicles inherently more dangerous and unreliable than similar vehicles;
- b. Intentionally concealed the hazardous situation with Vehicles' transmissions through their deceptive marketing campaign and recall program that they designed to hide the Transmission Defects and attendant safety risks from Plaintiffs; and/or
- c. Made incomplete representations about the quality, safety and reliability of Ford Vehicles generally, and the Vehicles' transmissions in particular, while purposefully withholding material facts from Plaintiffs that contradicted these representations.

449. Ford Fusions and Escapes equipped with defective transmissions pose an unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other motorists, pedestrians, and the public at large, because they are susceptible to manifestations of the Transmission Defects.

450. Each of the Plaintiffs who still own or lease their Vehicles face an increased risk of future harm that would not be present if Ford had not designed,

manufactured and sold vehicles that had an unacceptable increased propensity for transmission failure and Transmission Defects.

451. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

452. As a result of its violations of the CLRA detailed above, Ford caused actual damage to Plaintiffs and, if not stopped, will continue to harm Plaintiffs. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe. The Transmission Defects and the resulting safety risks have impaired the value of Plaintiffs' Vehicles.

453. Plaintiffs risk irreparable injury as a result of Ford's acts and omissions in violation of the CLRA, and these violations present a continuing risk to Plaintiffs as well as to the general public.

454. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek monetary relief against Ford for (a) actual damages in an amount to be determined at trial and (b) punitive damages.

455. Pursuant to Cal. Civ. Code § 1780(b), Plaintiffs seek an additional award against Ford of up to \$5,000 for each Plaintiff who qualifies as a "senior citizen" or "disabled person" under the CLRA. Ford knew or should have known that its conduct was directed to one or more of the Plaintiffs who are senior citizens

or disabled persons. Ford's conduct caused senior citizens or disabled persons to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the senior citizen or disabled person. One or more of the Plaintiffs who are senior citizens or disabled persons are substantially more vulnerable to Ford's conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them actually suffered substantial physical, emotional, or economic damage resulting from Ford's conduct.

456. Plaintiffs also seek punitive damages against Ford because it carried out despicable conduct with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs to cruel and unjust hardship as a result. Ford intentionally and willfully misrepresented the safety and reliability of the Vehicles, deceived Plaintiffs on life-or-death matters, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting a potentially deadly flaw in the Vehicles it repeatedly promised Plaintiffs were safe. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

457. The recalls and repairs instituted by Ford have not been adequate. Ford Vehicles still are defective and dangerous.

458. Repairs have also been incomplete. Transmission Defects continue to manifest after cars have been “repaired.”

459. Plaintiffs further seek an order enjoining Ford’s unfair or deceptive acts or practices and awarding restitution, punitive damages, costs of Court, attorney’s fees under Cal. Civ. Code § 1780(e), and any other just and proper relief available under the CLRA.

**COUNT IV**  
**VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
**(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

460. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

461. California Business and Professions Code section 17200 prohibits any “unlawful, unfair, or fraudulent business act or practices.” Ford has engaged in unlawful, fraudulent, and unfair business acts and practices in violation of the UCL.

462. Ford has violated the unlawful prong of section 17200 by its violations of the Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, as set forth in Count I by the acts and practices set forth in this Complaint.

463. Ford has also violated the unlawful prong because Ford has engaged in business acts or practices that are unlawful because they violate the National Traffic and Motor Vehicle Safety Act of 1996 (the “Safety Act”), codified at 49 U.S.C. § 30101, *et seq.*, and its regulations.

464. Ford violated 49 U.S.C. § 30112(a)(1) by manufacturing for sale, selling, offering for introduction in interstate commerce, or importing into the United States, Vehicles equipped with transmissions that failed to comply with applicable Federal Motor Vehicle Safety Standards (“FMVSS”).

465. Ford violated 49 U.S.C. § 30115(a) by certifying that Vehicles equipped with defective transmissions complied with applicable FMVSS when, in the exercise of reasonable care, Ford had reason to know that the certification was false or misleading because the defective transmissions led to manifestations of the Transmission Defects and created attendant safety risks when the Vehicles were in operation.

466. Ford also violated the “TREAD Act,” 49 U.S.C. §§ 30101-30170, when it failed to timely inform NHTSA of the defective Vehicles’ transmissions and allowed cars to be sold with these defects.

467. Ford has violated the fraudulent prong of section 17200 because the misrepresentations and omissions regarding the safety and reliability of Plaintiff’s Vehicles as set forth in this Complaint were likely to deceive a reasonable consumer, and the information would be material to a reasonable consumer.

468. Ford has violated the unfair prong of section 17200 because the acts and practices set forth in the Complaint, including the manufacture and sale of Fusions and Escapes with defective transmissions, and Ford’s failure to adequately

investigate, disclose, and remedy same, offend established public policy, and because the harm they cause to consumers greatly outweighs any benefits associated with those practices. Ford's conduct has also impaired competition within the automotive vehicles market by preventing Plaintiffs from making fully informed decisions about whether to purchase or lease their Vehicles and/or the price to be paid to purchase or lease Vehicles.

469. Plaintiffs have suffered an injury in fact, including the loss of money or property, as a result of Ford's unfair, unlawful and/or deceptive practices. As set forth in the allegations concerning each plaintiff, in purchasing or leasing their vehicles, Plaintiffs relied on the misrepresentations and/or omissions of Ford with respect of the quality, safety and reliability of the vehicles. Ford's representations turned out not to be true because the Vehicles manifest the Transmission Defects. Had Plaintiffs known this they would not have purchased or leased their Vehicles and/or paid as much for them.

470. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of California and nationwide.

471. Plaintiffs request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful, and/or deceptive



practices and to restore to Plaintiffs any money Ford acquired by unfair competition, including through restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Civ. Code § 3345; and for such other relief set forth below.

**COUNT V**  
**VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**  
**(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

472. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

473. California Business and Professions Code § 17500 states: “It is unlawful for any ... corporation ... with intent directly or indirectly to dispose of real or personal property ... to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... from this state before the public in any state, in any newspaper or other publication, or any advertising device, ... or in any other manner or means whatever, including over the Internet, any statement ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

474. Ford caused to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of

reasonable care should have been known, to Ford to be untrue and misleading to consumers and Plaintiffs.

475. Ford has violated section 17500 because the misrepresentations and omissions regarding the safety and reliability of their vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

476. Plaintiffs have suffered an injury in fact, including the loss of money or property, as a result of Ford's unfair, unlawful and/or deceptive practices. In purchasing or leasing their vehicles, Plaintiffs relied on the misrepresentations and/or omissions of Ford with respect to the safety and reliability of the vehicles. Ford's representations turned out not to be true because the vehicles can unexpectedly and dangerously manifest the Transmission Defects. Had Plaintiffs known this, they would not have purchased or leased their Ford Vehicles and/or paid as much for them.

477. Accordingly, Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain.

478. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of California and nationwide.

479. Plaintiffs request that this Court enter such orders or judgments as may be necessary to enjoin Defendant from continuing their unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs any money Ford acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

**COUNT VI**  
**BREACH OF EXPRESS WARRANTY**  
**(Cal. Com. Code § 2313)**

480. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

481. This Count is asserted on behalf of those Plaintiffs who sought repairs pursuant to the recalls or who sought repairs for transmission-related issues.

482. Ford is and was at all relevant times a merchant with respect to motor vehicles under CAL. COM. CODE § 2104.

483. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by warranty.

484. Ford breached the express warranty to repair defects. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

485. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, including the warranties detailed *supra*, Sections IV.A.

486. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Sections IV.A. and I., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, and performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

487. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

488. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time. Further, the repairs Ford offers do not fix the defective

transmissions or prevent manifestations of the Transmission Defects and are not adequate, hence bringing a vehicle in for repair is a futile act.

489. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

490. Also, as alleged in more detail herein, at the time that Ford warranted and sold the vehicles, it knew that the vehicles did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. In particular, Ford failed to assemble and manufacture the Vehicles' transmissions in such a way as to prevent manifestations of Transmission Defects. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable under CAL. CIV. CODE § 1670.5 and/or § 1668.

491. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to its failure to provide such limited remedy within a reasonable

time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

492. For Plaintiffs who brought their Vehicles in for repair, Ford has not repaired their Vehicles and addressed all Transmission Defects. Plaintiffs who could have but did not bring their Vehicles in for repair should be excused as Ford does not yet have a complete repair solution for the defective transmissions.

493. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT VII**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Cal. Com. Code § 2314)**

494. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

495. Ford is and was at all relevant times a merchant with respect to motor vehicles under CAL. COM. CODE § 2104.

496. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to CAL. COM. CODE § 2314.

497. These Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the



Transmission Defects may occur suddenly and without warning in traffic, and the transmissions were not adequately designed, manufactured, and tested.

498. Plaintiffs have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract. Notwithstanding this, privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally, privity is also not required because Plaintiffs' Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

499. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT VIII**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on California Law)**

500. The California Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

501. To the extent Ford's repair commitment is deemed not to be a warranty under California's Commercial Code, Plaintiffs plead in the alternative under

common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford and/or warranted the quality or nature of those services to Plaintiffs.

502. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

503. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT IX**  
**FRAUD BY CONCEALMENT**  
**(Based on California Law)**

504. The California Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

505. As set forth above, Ford concealed and/or suppressed material facts concerning the safety, quality, dependability and reliability of their vehicles.

506. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one

must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

507. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety, quality and reliability of the Vehicles. Whether a vehicle is a quality and reliable product and has been manufactured and designed according to industry standards are material facts for a reasonable consumer. Ford possessed exclusive knowledge of the defects and quality control issues rendering Ford Vehicles inherently more dangerous and unreliable than similar vehicles.

508. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Ford Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

509. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

510. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

511. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages, pursuant to CAL. CIV. CODE § 3343, include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. For those Plaintiffs who want to rescind the purchase, then those Plaintiffs are entitled to restitution and consequential damages pursuant to CAL. CIV. CODE § 1692.

512. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

513. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COLORADO**  
**COUNT I**  
**VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**  
**(Col. Rev. Stat. § 6-1-101. et seq.)**

514. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

515. Ford is a "person" under § 6-1-102(6) of the Colorado Consumer Protection Act ("Colorado CPA"), COL. REV. STAT. § 6-1-101 *et seq.*

516. Plaintiffs are "consumers" for purposes of § 6-1-113(1)(a) of the Colorado CPA who purchased or leased one or more Vehicles.

517. In the course of its business, Ford participated in deceptive trade practices that violated the Colorado CPA, as described above and below. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships' violations because Ford dealerships act as Ford's agents in the United States for purposes of sales and marketing.

518. As alleged above, Ford made numerous material statements about the safety and reliability of the Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole. Ford also failed to disclose and actively concealed the dangerous risk of Transmission Defects.

519. Ford engaged in deceptive trade practices prohibited by the Colorado CPA, including (1) knowingly making a false representation as to the characteristics, uses, and benefits of the Vehicles that had the capacity or tendency to deceive Plaintiffs; (2) representing that the Vehicles are of a particular standard, quality, and grade even though Ford knew or should have known they are not; (3) advertising the Vehicles with the intent not to sell them as advertised; and (4) failing to disclose material information concerning the Vehicles that was known to Ford at the time of advertisement or sale with the intent to induce Plaintiffs to purchase or lease the Vehicles.

520. Defendant knew that the transmissions in the Vehicles were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

521. Ford's practices pose an unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other motorists, pedestrians, and the public at large, because the Vehicles are susceptible to sudden manifestations of the Transmission Defects.

522. Whether or not a vehicle's transmission is designed and manufactured properly and functions safely as intended are facts that a reasonable consumer would consider important in selecting a vehicle to purchase or lease. When Plaintiffs



bought a Fusion or Escpae for personal, family, or household purposes, they reasonably expected its transmission was designed and manufactured properly and would function safely as intended.

523. Ford's deceptive practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of the Vehicles.

524. Plaintiffs suffered injury-in-fact to their legally protected property interests as a result of Ford's violations of the Colorado CPA detailed above. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, the Vehicles that are defective and inherently unsafe. The Transmission Defects and the attendant safety risks have impaired the value of the Vehicles.

525. Pursuant to § 6-1-113(2) of the Colorado CPA, Plaintiffs seek monetary relief against Ford measured as the greater of (a) the amount of actual damages sustained, (b) statutory damages in the amount of \$500 for each Plaintiff, or (c) three times the amount of actual damages if Plaintiffs establish that Ford engaged in bad faith conduct, plus interest as allowed by law.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Col. Rev. Stat. § 4-2-313)**

526. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

527. Ford is and was at all relevant times a merchant with respect to motor vehicles under Col. Rev. Stat. § 4-2-104.

528. In the course of selling its vehicles, Ford expressly warranted in writing that the vehicles were covered by a Warranty.

529. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

530. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

531. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally, these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

532. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties

expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

533. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

534. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

535. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

536. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable

time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

537. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in Col. Rev. Stat. § 4-2-711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under Col. Rev. Stat. §§ 4-2-711 and 4-2-608.

538. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Col. Rev. Stat. § 4-2-314)**

539. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

540. Ford is and was at all relevant times a merchant with respect to motor vehicles under Col. Rev. Stat. § 4-2-104.

541. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to Col. Rev. Stat. § 4-2-314.

542. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are

used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

543. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF COMMON LAW WARRANTY**  
**(Based on Colorado Law)**

544. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

545. To the extent Ford's repair commitment is deemed not to be a warranty under the Uniform Commercial Code as adopted by Colorado, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

546. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

547. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Colorado Law)**

548. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

549. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of its vehicles that in equity and good conscience should be disclosed.

550. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

551. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge



of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

552. Ford actively and knowingly concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase the Vehicles at a higher price for the vehicles, which did not match the Vehicles' true value.

553. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

554. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

555. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of the Vehicles and obtain restitution or (b) affirm their purchase or lease of the Vehicles and recover damages.

556. Ford's acts were done fraudulently, maliciously, or willfully for purposes of COL. REV. STAT. § 13-21-102. Ford's conduct warrants an assessment of exemplary damages in an amount which is equal to the amount of the actual damages awarded to Plaintiffs.

557. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI  
IN THE ALTERNATIVE, UNJUST ENRICHMENT  
(Based on Colorado Law)**

558. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

559. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

560. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for Vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

561. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**CONNECTICUT  
COUNT I**

**BREACH OF EXPRESS WARRANTY  
(Based on Connecticut Law)**

562. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

563. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).

564. An express warranty accompanied each Plaintiff's purchase or lease of their vehicle under Gen. Stat § 2-313 and/or Conn. Gen. Stat. § 42a-2A-503, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain upon which each Plaintiff relied.

565. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

566. Due to the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

567. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

568. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

569. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty accompanying their Vehicles.

570. Ford has breached its express warranties by failing to adequately and/or timely repair the Vehicles, which remain in a defective condition.

571. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to Conn. Gen. Stat. § 42a-2-719(2) and/or the above remedy is not the exclusive remedy under Conn. Gen. Stat. § 42a-2-719(1)(b).

572. The Vehicles continue to contain defects that substantially impair their use and value to the Plaintiffs.

573. The plaintiffs could not reasonably have discovered these Defects and non-conformities prior to their acceptance of the Vehicles.

574. Ford induced the Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects that had not been or could not have been discovered prior to acceptance and, further,

by failing to disclose the aforesaid Transmission Defects and/or actively concealing them.

575. Because of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and cannot reasonably rely upon them for the ordinary purpose of safe, reliable, and efficient transportation.

576. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

577. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

578. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Conn. Gen. Stat. § 42a-2-314 and/or § 42a-2A-504)**

579. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

580. Defendant is a merchant with respect to motor vehicles under the Uniform Commercial Code Section 2-104(1).

581. The Vehicles were subject to implied warranties of merchantability under Conn. Gen. Stat. § 42a-2-314 and/or Conn. Gen. Stat. § 42a-2A-504.

582. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

583. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

584. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

585. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

586. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

587. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential,



and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Connecticut Law)**

588. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

589. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

590. Ford acted with a reckless indifference to the rights of Plaintiffs or an intentional and wanton violation of those rights.

591. In particular, Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was well aware and knew that the transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

592. Ford knew or should have known that the 6F35 Transmission had the Transmission Defect, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

593. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers such as Plaintiffs, including but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

594. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

595. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, Plaintiffs would not have purchased or leased their Vehicles.

596. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

597. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles, though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;
- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

598. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

599. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

600. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

601. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

602. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

603. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively

misrepresented and continues to misrepresent the above-described symptoms as being “normal,” when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

604. Plaintiffs, reasonably relying on Ford’s representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford’s representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs’ rights and remedies with respect to the Transmission Defects.

605. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

606. Ford’s representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles’ defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were “normal,” or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements

were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby eliminate or restrict their ability to substantiate their claims which require documentary evidence of multiple repairs or repair attempts by:

- a. charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely;
- b. refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and
- c. failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

607. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**VIOLATION OF CONNECTICUT UNFAIR TRADE PRACTICES ACT**



**(Conn. Gen. Stat. §§ 42-110a *et seq.*)**

608. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

609. The Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a *et seq.* (“CUTPA”), prohibits unfair or deceptive acts or practices.”

610. The conduct of Ford, as set forth herein, constitutes unfair trade practices, including, *inter alia*, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

611. Ford engaged in the following unfair acts and or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;
- c. Advertising the vehicles and in particular the vehicles’ transmissions with the intent not to sell them as advertised and, when so doing,

concealing, and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;

- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction; and

k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

612. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the "upgraded" 6F35 transmission.

613. The above-described conduct violated the CUPA.

614. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

615. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered ascertainable losses within the meaning of CUPA, and seek actual and/or statutory damages, interest, costs, reasonable attorney fees and punitive damages pursuant to CUTPA.

**DELAWARE**  
**COUNT I**  
**VIOLATION OF THE DELAWARE CONSUMER FRAUD ACT**  
**(6 Del. Code § 2513, et seq.)**

616. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

617. The Delaware Consumer Fraud Act (“CFA”) prohibits the “act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby.” 6 DEL. CODE § 2513(a).

618. Ford is a person with the meaning of 6 DEL. CODE § 2511(7).

619. As described herein Ford made false representations regarding the safety and reliability of its vehicles and concealed important facts regarding the tendency of the Vehicles’ transmissions to exhibit the Transmission Defects. Ford intended that others rely on these misrepresentations and omissions in connection with the sale and lease of its vehicles.

620. Ford’s actions as set forth herein occurred in the conduct of trade or commerce.

621. Ford’s conduct proximately caused injuries to Plaintiffs.

622. Plaintiffs were injured as a result of Ford’s conduct in that Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their

vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

623. Plaintiffs are entitled to recover damages, as well as punitive damages for Ford's gross and aggravated misconduct.

**COUNT II**  
**VIOLATION OF DELAWARE DECEPTIVE TRADE PRACTICES ACT**  
**(6 Del. Code § 2532, *et seq.*)**

624. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

625. Delaware's Deceptive Trade Practices Act ("DTPA") prohibits a person from engaging in a "deceptive trade practice," which includes:

- a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;
  - b. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;
  - c. Advertising goods or services with intent not to sell them as advertised;
- or

- d. Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

626. Ford is a person with the meaning of 6 Del. Code § 2531(5).

627. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles. Accordingly, Ford engaged in unlawful trade practices, including representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Vehicles are of a particular standard and quality when they are not; advertising Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

628. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

629. Ford's conduct proximately caused injuries to Plaintiffs.

630. Plaintiffs were injured as a result of Ford's conduct in that Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

631. Plaintiffs seek injunctive relief and, if awarded damages under Delaware common law or Delaware Consumer Fraud Act, treble damages pursuant to 6 Del. Code § 2533(c).

632. Plaintiffs also seek punitive damages based on the outrageousness and recklessness of Ford's conduct and its high net worth.

**COUNT III**  
**BREACH OF EXPRESS WARRANTY**  
**(6 Del. Code § 2-313)**

633. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

634. Ford is and was at all relevant times a merchant with respect to motor vehicles.

635. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

636. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

637. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities.

638. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*,



in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

639. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

640. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

641. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

642. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

643. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

644. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in 6 DEL. CODE. § 2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

645. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT IV**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(6 Del. Code § 2-314)**

646. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

647. Ford is and was at all relevant times a merchant with respect to motor vehicles.

648. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

649. These Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

650. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Delaware Law)**

651. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

652. To the extent Ford's repair commitment is deemed not to be a warranty under Delaware's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

653. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

654. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at

trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Delaware Law)**

655. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

656. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

657. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

658. Ford appreciated, accepted and retained the benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits. There is no justification for Plaintiffs' impoverishment and Ford's resulting enrichment.

659. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VII**  
**FRAUDULENT CONCEALMENT**  
**(Based on Delaware Law)**

660. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

661. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

662. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

663. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

664. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge

of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

665. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the Vehicles' true value.

666. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

667. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

668. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

669. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

670. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

671. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**FLORIDA**  
**COUNT I**  
**VIOLATION OF FLORIDA'S UNFAIR & DECEPTIVE**  
**TRADE PRACTICES ACT**  
**(Fla. Stat. § 501.201, *et seq.*)**

672. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

673. This Count and all Counts asserted Florida law are associated on behalf of Plaintiffs who experienced the Transmission Defects.

674. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.



675. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

676. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

677. Plaintiffs were injured as a result of Ford's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

678. Ford's conduct proximately caused the injuries to Plaintiffs.

679. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

680. Pursuant to FLA. STAT. § 501.201, Plaintiffs will serve the Florida Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Fla. Stat. § 672.313)**

681. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

682. This Count is asserted on behalf of Plaintiffs who experienced the Transmission Defects and who presented their Vehicle for repair.

683. Ford is and was at all relevant times a merchant with respect to motor vehicles.

684. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

685. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

686. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

687. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally, these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

688. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties

expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

689. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

690. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

691. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

692. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

693. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF CONTRACT/Common Law Warranty**  
**(Based on Florida Law)**

694. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

695. To the extent Ford's repair commitment is deemed not to be a warranty under Florida's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

696. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

697. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT IV**  
**FRAUD BY CONCEALMENT**  
**(Based on Florida Law)**

698. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

699. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

700. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety, quality and reliability of the Vehicles. Defendant possessed exclusive knowledge of the facts rendering Ford Vehicles inherently more dangerous and unreliable than similar vehicles.

701. Defendant actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

702. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

703. Ford's actions been committed with malice, moral turpitude, wantonness, willfulness, outrageous aggravation or with a reckless indifference for the rights of Plaintiffs.

704. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

705. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

706. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Defendant. Ford's conduct warrants an assessment of punitive damages in an

amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

707. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**GEORGIA**  
**COUNT I**  
**VIOLATION OF GEORGIA'S UNIFORM DECEPTIVE TRADE**  
**PRACTICES ACT**  
**(Ga. Code Ann. § 10-1-370, *et seq.*)**

708. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

709. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

710. Ford's actions as set forth herein occurred in the conduct of trade or commerce.



711. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

712. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

713. Ford's conduct proximately caused the injuries to Plaintiffs.

714. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

715. Pursuant to GA. CODE ANN. § 10-1-370, Plaintiffs will serve the Georgia Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT II**  
**VIOLATION OF GEORGIA'S FAIR BUSINESS PRACTICES ACT**  
**(Ga. Code Ann. § 10-1-390, *et seq.*)**

716. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

717. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate,

disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

718. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

719. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

720. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

721. Ford's conduct proximately caused the injuries to Plaintiffs.

722. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

723. Pursuant to GA. CODE ANN. § 10-1-390, Plaintiffs will serve the Georgia Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT III**  
**BREACH OF EXPRESS WARRANTY**  
**(Ga. Code Ann. § 11-2-313)**

724. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

725. Ford is and was at all relevant times a merchant with respect to motor vehicles.

726. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

727. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

728. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

729. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

730. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

731. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

732. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

733. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

734. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable

time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

735. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in GA. CODE ANN. § 11-2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

736. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT IV**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Ga. Code Ann. § 11-2-314)**

737. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

738. Ford is and was at all relevant times a merchant with respect to motor vehicles.

739. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions, pursuant to GA. CODE ANN. § 11-2-314.

740. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

741. Plaintiffs have had sufficient dealings with either the Defendant or their agents (dealerships) to establish privity of contract between Plaintiffs. Notwithstanding this, privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally, privity is also not required because Plaintiffs' Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

742. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Georgia Law)**

743. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

744. To the extent Ford's repair commitment is deemed not to be a warranty under Georgia's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part

supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

745. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

746. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Ga. Code Ann. § 51-6-2)**

747. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

748. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

749. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those



facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

750. Ford acted with willful misconduct, malice, fraud, wantonness, oppression or that entire want of care that would raise the presumption of conscious indifference to its consequences as described herein.

751. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

752. Defendant actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

753. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

754. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

755. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

756. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Defendant. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

757. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VII**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Georgia Law)**

758. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

759. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

760. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

761. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

762. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**HAWAII**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(Based on Hawaii Law)**

763. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

764. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).

765. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in UCC Sections 2-313 and/or 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

766. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

767. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

768. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

769. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

770. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicles.

771. Ford has breached its express warranties by failing to adequately repair the Vehicles and/or to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

772. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to UCC Section 2-719(2) and/or the above remedy is not the exclusive remedy under UCC Section 2-719(1)(b).

773. The Vehicles continue to contain defects which substantially impair the use and value of the Vehicles to Plaintiffs.

774. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to their acceptance of the Vehicles.

775. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and, further, by Ford's failure to disclose the aforesaid Transmission Defects and/or Ford's active concealment of same.

776. As a result of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and the Plaintiffs cannot reasonably rely upon the Vehicles for the ordinary purpose of safe, reliable and efficient transportation.

777. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

778. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

779. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Based on Hawaii Law)**

780. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

781. Defendant is a merchant with respect to motor vehicles under the Uniform Commercial Code Section 2-104(1).

782. The Vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and/or Section 2A-212.

783. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

784. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

785. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

786. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

787. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

788. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs



harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Hawaii Law)**

789. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

790. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

791. In particular, Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was well aware and knew that the transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

792. Ford knew or should have known that the 6F35 Transmission had the Transmission Defect, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

793. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers such as Plaintiffs, including

but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

794. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

795. Ford acted wantonly and oppressively with such malice as implies a spirit of mischief or criminal indifference to Ford's civil obligations to Plaintiffs.

796. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, Plaintiffs would not have purchased or leased their Vehicles.

797. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

798. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles, though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;
- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

799. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

800. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

801. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

802. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

803. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

804. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively misrepresented and continues to misrepresent the above-described symptoms as being "normal," when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and

omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

805. Plaintiffs, reasonably relying on Ford's representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

806. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

807. Ford's representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles' defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were "normal," or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively

discouraged Plaintiffs from discovering the nature and existence of and thereby eliminate or restrict their ability to substantiate their claims which require documentary evidence of multiple repairs or repair attempts by:

- a. charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely;
- b. Refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and
- c. failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

808. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV  
VIOLATION OF HAWAII UNFAIR AND DECEPTIVE ACTS AND  
PRACTICES STATUTE,  
(Haw. Rev. Stat. § 480-1, *et seq.*)**

809. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

810. The Hawaii Unfair and Deceptive Acts and Practices Statute, Haw. Rev. Stat. § 480-1, *et seq.* (“UDAP”) prohibits “unfair or deceptive acts or practices declared unlawful by this section.”

811. Plaintiffs are each “consumers” as defined by UDAP § 480-1.

812. The Vehicles are “commodities” as defined by UDAP § 480-1.

813. Ford is a “seller” as defined by UDAP § 480-1.

814. The conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including, *inter alia*, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

815. Ford engaged in the following violative acts or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;



- c. Advertising the vehicles and in particular the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;
- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;

- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction; and
- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

816. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the "upgraded" 6F35 transmission.

817. Ford's conduct violated the UDAP statute and injured Plaintiffs herein.

818. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

819. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the UDAP statute, and seek to recover trebled actual damages, statutory damages, interest, costs, and attorney fees and costs pursuant to the UDAP statute.

**IDAHO**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(Idaho Code 282-313 and/or 28-12-210)**

820. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

821. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Idaho Code 28-2-105(1) and 28-12-103(h).

822. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in Idaho Code 282-313 and/or 28-12-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

823. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

824. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

825. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

826. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

827. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicles.

828. Ford has breached its express warranties by failing to adequately repair the Vehicles and/or to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

829. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to Idaho Code 28-2-719(2) and/or the above remedy is not the exclusive remedy under Idaho Code 28-2-719(1)(b).

830. The Vehicles continue to contain defects which substantially impair the use and value of the Vehicles to Plaintiffs.

831. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to their acceptance of the Vehicles.

832. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and,

further, by Ford's failure to disclose the aforesaid Transmission Defects and/or Ford's active concealment of same.

833. As a result of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and the Plaintiffs cannot reasonably rely upon the Vehicles for the ordinary purpose of safe, reliable and efficient transportation.

834. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

835. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

836. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Idaho Code 28-2-314 and/or 28-12-212)**

837. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

838. Ford is a merchant with respect to motor vehicles under the Idaho Code 28-2-104(1).

839. The Vehicles were subject to implied warranties of merchantability under Idaho Code 28-2-314 and/or 28-12-212.

840. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

841. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

842. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

843. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

844. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

845. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential,

and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Idaho Law)**

846. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

847. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

848. Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was aware and knew that the 6F35 Transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

849. Ford knew or should have known that the 6F35 Transmission had the Transmission Defects, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

850. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their



Vehicles, through sources not available to consumers such as Plaintiffs, including but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

851. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

852. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, Plaintiffs would not have purchased or leased their Vehicles.

853. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

854. Ford acted with extreme deviation from customary and usual action taken by manufacturers of consumer products.

855. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles, though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;
- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

856. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

857. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

858. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

859. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

860. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

861. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively

misrepresented and continues to misrepresent the above-described symptoms as being “normal,” when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

862. Plaintiffs, reasonably relying on Ford’s representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford’s representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs’ rights and remedies with respect to the Transmission Defects.

863. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

864. Ford’s representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles’ defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were “normal,” or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements

were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby eliminate or restrict their ability to substantiate their claims which require documentary evidence of multiple repairs or repair attempts by:

- a. charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely;
- b. refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and
- c. failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

865. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV  
VIOLATION OF IDAHO CONSUMER PROTECTION ACT**

**(Idaho Code Title 48 Chapter 6)**

866. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

867. The Idaho Consumer Protection Act, Idaho Code Title 48 Chapter 6 (“ICPA”) prohibits unfair or deceptive acts or practices, including prohibiting misleading consumer practices and unconscionable practices.

868. Ford is a “person” as defined by the ICPA 48-602.

869. The conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including, inter alia, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

870. Ford engaged in the following violative acts or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;

- c. Advertising the vehicles and in particular the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;
- d. Failing to comply with any statute or rule that identifies conduct in trade and commerce as unfair or deceptive or a violation of the ICPA;
- e. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- f. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- g. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- h. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- i. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;



- j. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- k. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction;
- l. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

871. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the "upgraded" 6F35 transmission.

872. The above-described conduct violated the ICPA.

873. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

874. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered ascertainable loss within the meaning of the Act.

875. Pursuant to ICPA 48-608(1), Plaintiffs seek to treat any agreement incident thereto as voidable.

876. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered ascertainable losses within the meaning of ICPA, and they are entitled to an order enjoining Ford from the employment of similar conduct, as well as being entitled to actual, statutory, and/or punitive damages, interest, costs, reasonable attorney fees, and to any other relief as the court deems just and necessary.

**ILLINOIS**  
**COUNT I**  
**VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE**  
**BUSINESS PRACTICES ACT**  
**(815 Ill. Comp. Stat. 505/1, *et seq.*)**

877. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

878. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILL. COMP. STAT. 505/2 prohibits unfair or deceptive acts or practices in connection with any trade or commerce. Specifically, the Act prohibits suppliers from representing that their goods are of a particular quality or grade they are not.

879. Ford is a "person" as that term is defined in the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(c).

880. Plaintiffs are "consumers" as that term is defined in the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(e).

881. Ford's conduct caused Plaintiffs' damages as alleged.

882. As a result of the foregoing wrongful conduct of Defendant, Plaintiffs have been damaged in an amount to be proven at trial, including, but not limited to, actual damages, court costs, and reasonable attorneys' fees pursuant to 815 ILL. COMP. STAT. 505/1, *et seq.*

**COUNT II**  
**VIOLATION OF THE ILLINOIS UNIFORM DECEPTIVE TRADE**  
**PRACTICES ACT**  
**(815 Ill. Comp. Stat. 510/1, *et. seq.*)**

883. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

884. 815 ILL. COMP. STAT. 510/2 provides that a "person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation," the person does any of the following: "(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (5) represents that goods or services have sponsorship, approval, characteristics ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have; ... (7) represents that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another; ... (9) advertises goods or services with intent not to sell them

as advertised; ... [and] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

885. Ford is a “person” within the meaning of 815 ILL. COMP. STAT. 510/1(5).

886. The vehicles sold to Plaintiffs were not of the particular sponsorship, approval, characteristics, ingredients, uses benefits, or qualities represented by Defendant.

887. The vehicles sold to Plaintiffs were not of the particular standard, quality, and/or grade represented by Defendant.

888. Defendant’s conduct was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiffs.

889. As a result of the foregoing wrongful conduct of Ford, Plaintiffs have been damaged in an amount to proven at trial, including, but not limited to, actual and punitive damages, equitable relief and reasonable attorneys’ fees.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(810 Ill. Comp. Stat. 5/2-314 & 5/2A-212)**

890. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

891. Ford impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

892. Ford breached the implied warranty that the vehicle was merchantable and safe for use as public transportation by marketing, advertising, distributing and selling vehicles with the common design and manufacturing defect, without incorporating adequate electronic or mechanical fail-safes, and while misrepresenting the dangers of such vehicles to the public.

893. These dangerous defects existed at the time the vehicles left Ford's manufacturing facilities and at the time they were sold to Plaintiffs.

894. These dangerous defects were the direct and proximate cause of damages to Plaintiffs.

**COUNT IV**  
**BREACH OF EXPRESS WARRANTIES**  
**(810 Ill. Comp. Stat. 5/2-313)**

895. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

896. Ford expressly warranted – through statements and advertisements – that the vehicles were of high quality, and at a minimum, would actually work properly and safely.

897. Ford breached this warranty by knowingly selling to Plaintiffs vehicles with dangerous defects, and which were not of high quality.

898. Plaintiffs have been damaged as a direct and proximate result of the breaches by Ford in that the Vehicles purchased or leased by Plaintiffs were and are worth far less than what Plaintiffs paid to purchase, which was reasonably foreseeable to Ford.

**COUNT V  
NEGLIGENCE  
(Based on Illinois Law)**

899. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

900. Ford is a manufacturer and supplier of automobiles.

901. Ford owed Plaintiffs a non-delegable duty to exercise ordinary and reasonable care to properly design, engineer, and manufacture the Vehicles against foreseeable hazard and malfunctions including uncontrollable Transmission Defects.

902. Ford owed Plaintiffs a non-delegable duty to exercise ordinary and reasonable care in designing, engineering, and manufacturing the Vehicles so that they would function normally, including their transmissions.

903. Ford also owed – and owe – a continuing duty to notify Plaintiffs of the problem at issue and to repair the dangerous defects.

904. Ford breached these duties of reasonable care by designing, engineering and manufacturing vehicles that exhibits the Transmission Defects, and breached their continuing duty to notify Plaintiffs of these defects.

905. Plaintiffs did not and could not know of the intricacies of these defects and their latent and dangerous manifestations, or the likelihood of harm there from arising in the normal use of their vehicles.

906. At all relevant times, there existed alternative designs and engineering which were both technically and economically feasible. Further, any alleged benefits associated with the defective designs are vastly outweighed by the real risks associated with sudden Transmission Defects.

907. The Vehicles were defective as herein alleged at the time they left Ford's factories, and the Vehicles reached Plaintiffs without substantial change in the condition in which they were sold.

908. As a direct and proximate result of Ford's breaches, Plaintiffs have suffered damages and are entitled to remedies, including, but not limited to, diminution in value, return of lease payments and penalties, and injunctive relief related to future lease payments or penalties.

**COUNT VI**  
**STRICT PRODUCT LIABILITY (DEFECTIVE DESIGN)**  
**(Based on Illinois Law)**



909. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

910. Ford is and have been at all times pertinent to this Complaint, engaged in the business of designing, manufacturing, assembling, promoting, advertising, distributing and selling Vehicles in the United States, including those owned or leased by Plaintiffs.

911. Ford knew and anticipated that the vehicles owned or leased by Plaintiffs would be sold to and operated by purchasers and/or eventual owners or lessees of Ford's vehicles, including Plaintiffs. Ford also knew that these Vehicles would reach Plaintiffs without substantial change in their condition from the time the vehicles departed Ford's assembly lines.

912. Ford designed the Vehicles defectively, causing them to fail to perform as safely as an ordinary consumer would expect when used in an intended and reasonably foreseeable manner.

913. Ford had the capability to use a feasible, alternative, safer design, and failed to correct the design defects.

914. The risks inherent in the design of Vehicles outweigh significantly any benefits of such design.

915. Plaintiffs could not have anticipated and did not know of the aforementioned defects at any time prior to recent revelations regarding the problems of the Vehicles.

916. Ford's actions were taken with flagrant disregard of public safety.

917. As a direct and proximate result of Ford's wrongful conduct, Plaintiffs have suffered damages, including, but not limited to, diminution in value, return of lease payments and penalties, and injunctive relief related to future lease payments or penalties.

918. Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT VII**  
**STRICT PRODUCT LIABILITY (Failure to warn)**  
**(Based on Illinois Law)**

919. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

920. Ford is and have been at all times pertinent to this Complaint, engaged in the business of designing, manufacturing, assembling, promoting, advertising, distributing and selling Vehicles in the United States, including those owned or leased by Plaintiffs.

921. Ford, at all times pertinent to this Complaint, knew and anticipated that the Vehicles and their component parts would be purchased, leased and operated by consumers, including Plaintiffs.

922. Ford also knew that these Vehicles would reach Plaintiffs without substantial change in their conditions from the time that the vehicles departed Ford's assembly lines.

923. Ford knew or should have known of the substantial dangers involved in the reasonably foreseeable use of the Vehicles, defective design, manufacturing and lack of sufficient warnings which caused them to have an unreasonably dangerous propensity to sudden and unintended manifestation of Transmission Defects.

924. Ford failed to adequately warn Plaintiffs when they became aware of the defect that caused Plaintiffs' Vehicles to be prone to exhibiting the Transmission Defects.

925. Ford also failed to timely recall the vehicles or take any action to timely warn Plaintiffs of these problems and instead continues to subject Plaintiffs to harm.

926. Ford knew, or should have known, that these defects were not readily recognizable to an ordinary consumer and that consumers would lease, purchase and use these products without inspection.

927. Ford should have reasonably foreseen that the sudden and unintended defect in the Vehicles would subject Plaintiffs to harm resulting from the defect.

928. Plaintiffs have used the Vehicles for their intended purpose and in a reasonable and foreseeable manner.

929. As a direct and proximate result of Ford's wrongful conduct, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT VIII  
IN THE ALTERNATIVE, UNJUST ENRICHMENT  
(Based on Illinois Law)**

930. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

931. Plaintiffs paid Ford the value of vehicles that are non-defective, and in exchange, Ford provided Plaintiffs vehicles that are, in fact, defective.

932. Further, Plaintiffs paid Ford the value for vehicles that would not be compromised by substantial, invasive repairs, and in return received vehicles that require such repairs.

933. Further, Plaintiffs paid Ford for vehicles they could operate, and in exchange, Ford provided Plaintiffs vehicles that could not be normally operated because their defects posed the possibility of life-threatening injuries or death.

934. As such, Plaintiffs conferred a windfall upon Ford, which knows of the windfall and has retained such benefits, which would be unjust for Ford to retain.

935. As a direct and proximate result of Ford's unjust enrichment, Plaintiffs have suffered and continue to suffer various damages and are entitled to remedies, including, but not limited to, restitution of all amounts by which Ford was enriched through its misconduct.

**COUNT IX**  
**FRAUDULENT CONCEALMENT / FRAUD BY OMISSION**  
**(Based on Illinois Law)**

936. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

937. Ford intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiffs information that is highly relevant to their purchasing decision.

938. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

939. Ford knew these representations were false when made.

940. Ford's fraud was willful, undertaken with actual malice, or with such gross negligence as to indicate a wanton disregard for the rights of the Plaintiffs.

941. Plaintiffs' Vehicles were, in fact, defective, unsafe, and unreliable, because they were subject to sudden manifestations of the Transmission Defects.

942. Ford had a duty to disclose that these Vehicles were defective, unsafe and unreliable because Plaintiffs relied on Ford's material representations that the Vehicles they were purchasing were safe and free from defects.

943. The aforementioned concealment was material because if it had been disclosed Plaintiffs would not have bought or leased the vehicles.

944. The aforementioned representations were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Ford knew or recklessly disregarded that its representations were false. Ford intentionally made the false statements in order to sell vehicles.

945. Plaintiffs relied on Ford's reputation – along with Ford's failure to disclose the transmission problems and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Ford's vehicles.

946. As a result of their reliance, Plaintiffs have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

947. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs are therefore entitled to an award of punitive damages.

948. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT X**  
**BREACH OF LEASE / CONTRACT**  
**(Based on Illinois Law)**

949. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

950. Plaintiffs entered into lease agreements with Ford. Plaintiffs entered into agreements to purchase Ford vehicles which also directly or indirectly benefited Ford.

951. The leases and purchase agreements provided that Plaintiffs would make payments and in return would receive a new vehicle that would operate properly.



952. Ford breached their agreements with Plaintiffs, because the vehicles sold or leased to Plaintiffs were defective and not of a quality that reasonably would be expected of a new automobile.

953. Plaintiffs have fully performed their duties under the purchase and lease agreements.

954. Ford is liable for all damages suffered by Plaintiffs caused by such breaches of contract.

**INDIANA**  
**COUNT I**  
**VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT**  
**(Ind. Code § 24-5-0.5-3)**

955. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

956. Indiana's Deceptive Consumer Sales Act prohibits a person from engaging in a "deceptive trade practice," which includes representing: "(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection it does not have; (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably know that it is not; ... (7) That the supplier has a sponsorship, approval or affiliation in such consumer transaction that the supplier does not have, and which the supplier knows

or should reasonably know that the supplier does not have; ... (c) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such a representation thereon or therein, or who authored such materials, and such suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false.”

957. Ford is a person with the meaning of IND. CODE § 24-5-0.5-2(2).

958. In the course of Ford’s business, it willfully failed to disclose and actively concealed the dangerous risk of the Transmission Defects. Accordingly, Ford engaged in unlawful trade practices, including representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Vehicles are of a particular standard and quality when they are not; advertising Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

959. Ford’s actions as set forth herein occurred in the conduct of trade or commerce.

960. Ford’s conduct proximately caused injuries to Plaintiffs.

961. Plaintiffs were injured as a result of Ford’s conduct in that Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their

vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

962. Plaintiffs seek injunctive relief and, if awarded damages under Indiana Deceptive Consumer Protection Act, treble damages pursuant to IND. CODE § 24-5-0.5-4(a)(1).

963. Plaintiffs also seek punitive damages based on the outrageousness and recklessness of Ford's conduct and its high net worth.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Ind. Code § 26-1-2-313)**

964. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

965. Ford is and was at all relevant times a merchant with respect to motor vehicles.

966. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

967. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

968. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities.

969. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

970. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

971. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

972. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

973. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

974. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

975. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in IND. CODE § 26-1-2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

976. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Ind. Code § 26-1-2-314)**

977. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

978. Ford is and was at all relevant times a merchant with respect to motor vehicles.

979. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

980. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

981. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Indiana Law)**

982. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

983. To the extent Ford's repair commitment is deemed not to be a warranty under Indiana's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part

supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

984. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

985. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Indiana Law)**

986. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

987. Ford had knowledge of the safety defects in its vehicles, which it failed to, disclose to Plaintiffs.

988. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

989. Ford appreciated, accepted and retained the benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for



vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits. There is no justification for Plaintiffs' impoverishment and Ford's related enrichment.

990. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**FRAUDULENT CONCEALMENT**  
**(Based on Indiana Law)**

991. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

992. Ford intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiffs information that is highly relevant to their purchasing decision.

993. Defendant further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

994. Defendant knew these representations were false when made.

995. Plaintiffs' Vehicles were, in fact, defective, unsafe, and unreliable, because they were subject to sudden manifestations of the Transmission Defects.

996. Ford had a duty to disclose that these vehicles were defective, unsafe and unreliable because Plaintiffs relied on Ford's material representations that the vehicles they were purchasing were safe and free from defects.

997. The aforementioned concealment was material because if it had been disclosed Plaintiffs would not have bought or leased the vehicles.

998. The aforementioned representations were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Ford knew or recklessly disregarded that its representations were false, and Ford intentionally made the false statements in order to sell vehicles.

999. Plaintiffs relied on Ford's reputation – along with Ford's failure to disclose the transmission problems and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Ford's vehicles.

1000. As a result of their reliance, Plaintiffs have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

1001. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs are therefore entitled to an award of punitive damages.

1002. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**IOWA**  
**COUNT I**  
**VIOLATION OF THE PRIVATE RIGHT OF ACTION FOR**  
**CONSUMER FRAUDS ACT**  
**(Iowa Code § 714h.1, *et seq.*)**

1003. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1004. Ford is a "person" under IOWA CODE § 714H.2(7).

1005. Plaintiffs are "consumers," as defined by IOWA CODE § 714H.2(3), who purchased or leased one or more Vehicles.

1006. Ford participated in unfair or deceptive acts or practices that violated Iowa's Private Right of Action for Consumer Frauds Act ("Iowa CFA"), IOWA CODE § 714H.1, *et seq.*, as described herein. Ford is directly liable for these violations of

law, and Ford also is liable for Ford dealerships' violations because Ford dealerships act as Ford's agents in the United States for purposes of sales and marketing.

1007. By failing to disclose and actively concealing the dangerous defective transmissions, Ford engaged in deceptive business practices prohibited by the Iowa CFA, IOWA CODE § 714H.1, *et seq.*, including:

- a. representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have,
- b. representing that Vehicles are of a particular standard, quality, and grade when they are not,
- c. advertising Vehicles with the intent not to sell them as advertised, and
- d. engaging in acts or practices which are otherwise unfair, misleading, false or deceptive to the consumer.

1008. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

1009. Ford knew that the Vehicles' transmissions were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

1010. Ford owed Plaintiffs a duty to disclose the defective nature of Vehicles, including the dangerous risk of Transmission Defects suddenly manifesting while in operation, because it:

- a. Possessed exclusive knowledge of the Transmission Defects rendering Vehicles inherently more dangerous and unreliable than similar vehicles;
- b. Intentionally concealed the hazardous situation with Vehicles through their deceptive marketing campaign and recall program that they designed to hide the potentially life-threatening problems from Plaintiffs; and/or
- c. Made incomplete representations about the safety and reliability of Vehicles generally, and the Vehicles' transmissions in particular, while purposefully withholding material facts from Plaintiffs that contradicted these representations.

1011. Vehicles equipped with the defective transmissions pose an unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other motorists, pedestrians, and the public at large, because they are susceptible to manifestations of the Transmission Defects.

1012. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

1013. As a result of its violations of the Iowa CFA detailed above, Ford caused actual damage to Plaintiffs and, if not stopped, will continue to harm Plaintiffs. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe. The Transmission Defects have impaired the value of Plaintiffs' Vehicles.

1014. Plaintiffs risk irreparable injury as a result of Ford's acts and omissions in violation of the Iowa CFA, and these violations present a continuing risk to Plaintiffs as well as to the general public.

1015. Plaintiffs sustained damaged as a result of Ford's unlawful acts and are, therefore, entitled to damages and other relief as provided under Chapter 714H of the Iowa CFA. Because Ford's conduct was committed willfully, Plaintiffs seek treble damages as provided in IOWA CODE § 714H.5(4).

1016. Plaintiffs also seek court costs and attorneys' fees as a result of Defendant's violation of Chapter 714H as provided in IOWA CODE § 714H.5(2).

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Iowa Code § 554.2313)**

1017. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1018. Ford is and was at all relevant times a merchant with respect to motor vehicles under IOWA CODE § 544.2104.

1019. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1020. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1021. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements of all types and in uniform statements provided by Ford to be made by dealership salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1022. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties



expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1023. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1024. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1025. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

1026. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable

time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1027. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in IOWA CODE § 554.2711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under IOWA CODE §§ 544.2711 and 544.2608.

1028. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Iowa Code § 544.2314)**

1029. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1030. Ford is and was at all relevant times a merchant with respect to motor vehicles under IOWA COM. CODE § 544.2104.

1031. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to IOWA CODE § 544.2314.

1032. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are

used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1033. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Iowa Law)**

1034. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1035. To the extent Ford's repair commitment is deemed not to be a warranty under the Uniform Commercial Code as adopted in Iowa, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1036. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1037. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Iowa Law)**

1038. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1039. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1040. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1041. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

1042. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1043. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1044. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage.

1045. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1046. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Iowa Law)**

1047. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1048. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1049. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1050. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**KANSAS**  
**COUNT I**  
**VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT**  
**(Kan. Stat. Ann. § 50-623, *et seq.*)**

1051. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1052. Ford is a “supplier” under § 50-624(*l*) of the Kansas Consumer Protection Act (“Kansas CPA”)

1053. Plaintiffs are “consumers,” as defined by § 50-624(*b*) of the Kansas CPA, who purchased or leased one or more Vehicles.

1054. Ford participated in deceptive acts or practices that violated the Kansas CPA, as described above and below. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships’ violations because Ford dealerships act as Ford’s agents in the United States for purposes of sales and marketing.

1055. Ford engaged in deceptive acts or practices prohibited by the Kansas CPA, including (1) representing that Vehicles have characteristics, uses, and benefits that they do not have and (2) representing that Vehicles are of a particular standard, quality, and grade when they are of another which differs materially from the representation. Specifically, as alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford’s unlawful advertising and representations as a whole.

1056. Ford knew or had reason to know that its representations were false. Ford knew that the Vehicles’ transmissions were defectively designed or manufactured, would fail without warning, and were not suitable for their intended



use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

1057. Ford engaged in further deceptive acts or practices prohibited by the Kansas CPA by willfully failing to disclose or willfully concealing, suppressing, or omitting material facts about Vehicles. Specifically, Ford failed to disclose and actively concealed the dangerous risk of transmission failure in vehicles equipped with 6F35 and CVT transmissions. Ford knew that the Vehicles' transmissions were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

1058. Ford's acts or practices alleged above are unconscionable because, among other reasons, Ford knew or had reason to know they had made misleading statements of opinion on which Plaintiffs were likely to rely to their detriment.

1059. Ford's deceptive and unconscionable acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles as a result of Ford's violations of the Kansas CPA.

1060. Plaintiffs suffered loss as a result of Ford's violations of the Kansas CPA detailed above. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe. The

Transmission Defects and the attendant safety risks have impaired the value of the Vehicles.

1061. Pursuant to § 50-634(b) of the Kansas CPA, Plaintiffs seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) civil penalties provided for by § 50-636 of the Kansas CPA.

1062. Plaintiffs also seek punitive damages against Ford because they acted willfully, wantonly, fraudulently, or maliciously. Ford intentionally and willfully misrepresented the safety and reliability of Vehicles, deceived Plaintiffs on life-or-death matters, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting a deadly flaw in the Vehicles it repeatedly promised Plaintiffs were safe. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

1063. Plaintiffs risk irreparable injury as a result of Ford's deceptive and unconscionable acts or practices in violation of the Kansas CPA, and these violations present a continuing risk to Plaintiffs as well as to the general public.

1064. The recalls and repairs instituted by Ford have not been adequate. Ford Vehicles still are defective and dangerous.

1065. Plaintiffs further seek an order enjoining Ford's deceptive and unconscionable acts or practices, restitution, punitive damages, costs of Court, attorney's fees, and any other just and proper relief available under the Kansas CPA.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Kan. Stat. Ann. § 84-2-313)**

1066. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1067. Ford is and was at all relevant times a merchant with respect to motor vehicles under KAN. STAT. ANN. § 84-2-104.

1068. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1069. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1070. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities as set forth above.

1071. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote

the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1072. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1073. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1074. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1075. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under

these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

1076. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1077. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in KAN. STAT. ANN. § 84-2-711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under KAN. STAT. ANN. §§ 84-2-711 and 84-2-608.

1078. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Kan. Stat. Ann. § 84-2-314)**

1079. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1080. Plaintiffs are “natural persons” within the meaning of KAN. STAT. ANN. § 84-2-318.

1081. Ford is and was at all relevant times a merchant with respect to motor vehicles under KAN. STAT. ANN. § 84-2-104.

1082. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to KAN. STAT. ANN. § 84-2-314.

1083. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1084. Privity is not required because the Vehicles are inherently dangerous.

1085. As a direct and proximate result of Ford’s breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Kansas Law)**

1086. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1087. To the extent Ford’s repair commitment is deemed not to be a warranty under the Uniform Commercial Code as adopted in Kansas, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies

available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1088. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1089. To the extent such allegations are necessary, Plaintiffs allege that they relied on Ford's common law warranties.

1090. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Kansas Law)**

1091. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1092. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1093. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford



was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1094. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1095. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

1096. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1097. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1098. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution (b) affirm their purchase or lease of Vehicles and recover damages.

1099. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1100. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Kansas Law)**

1101. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1102. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same,

Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1103. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1104. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**KENTUCKY**  
**COUNT I**  
**VIOLATION OF THE KENTUCKY CONSUMER PROTECTION ACT**  
**(Ky. Rev. Stat. § 367.110, *et seq.*)**

1105. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1106. Ford misrepresented the safety of the Vehicles after learning of their defects with the intent that Plaintiffs relied on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

1107. Plaintiffs did, in fact, rely on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

1108. Through those misleading and deceptive statements and false promises, Ford violated the Kentucky Consumer Protection Act ("KCPA").

1109. The KCPA applies to Ford's transactions with Plaintiffs because Ford's deceptive scheme was carried out in Kentucky and affected Plaintiffs.

1110. Ford also failed to advise NHSTA and the public about what they knew about the Transmission Defects in the Vehicles.

1111. Plaintiffs relied on Ford's silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Vehicles.

1112. As a direct and proximate result of Ford's deceptive conduct and violation of the KCPA, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Ky. Rev. Stat. § 355.2-313)**

1113. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1114. Ford expressly warranted – through statements and advertisements described above – that the vehicles were of high quality, and at a minimum, would actually work properly and safely.

1115. Ford breached this warranty by knowingly selling to Plaintiffs vehicles with dangerous defects, and which were not of high quality.

1116. Plaintiffs have been damaged as a direct and proximate result of the breaches by Ford in that the Vehicles purchased or leased by Plaintiffs were and are worth far less than what Plaintiffs paid to purchase, which was reasonably foreseeable to Ford.

**COUNT III**  
**BREACH OF IMPLIED WARRANTIES OF MERCHANTABILITY**  
**(Ky. Rev. Stat. § 335.2-314)**

1117. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1118. Ford impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

1119. As described above, there were dangerous defects in the vehicles manufactured, distributed, and/or sold by Ford, which Plaintiffs purchased or leased.

1120. These dangerous defects existed at the time the vehicles left Ford's manufacturing facilities and at the time they were sold to Plaintiffs. Furthermore, because of these dangerous defects, Plaintiffs did not receive the benefit of their bargain and the Vehicles have suffered a diminution in value.

1121. These dangerous defects were the direct and proximate cause of damages to Plaintiffs.

**COUNT IV**  
**FRAUDULENT CONCEALMENT**  
**(Based on Kentucky Law)**

1122. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1123. Ford intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiffs information that is highly relevant to their purchasing decision.

1124. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

1125. Ford knew these representations were false when made.

1126. Plaintiffs' Vehicles were, in fact, defective, unsafe, and unreliable, because they were subject to sudden manifestations of the Transmission Defects.

1127. Ford had a duty to disclose that these vehicles were defective, unsafe and unreliable because Plaintiffs relied on Ford's material representations that the vehicles they were purchasing were safe and free from defects.

1128. The aforementioned concealment was material because if it had been disclosed Plaintiffs would not have bought or leased the vehicles.

1129. Plaintiffs relied on Ford's reputation – along with Ford's failure to disclose the transmission problems and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Ford's vehicles.

1130. As a result of their reliance, Plaintiffs have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

1131. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs are therefore entitled to an award of punitive damages.

1132. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT V**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Kentucky Law)**

1133. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.



1134. Plaintiffs paid Ford the value of vehicles that are non-defective, and in exchange, Ford provided Plaintiffs vehicles that are, in fact, defective.

1135. Further, Plaintiffs paid Ford the value for vehicles that would not be compromised by substantial, invasive repairs, and in return received vehicles that require such repairs.

1136. Further, Plaintiffs paid Ford for vehicles they could operate, and in exchange, Ford provided Plaintiffs vehicles that could not be normally operated because their defects posed the possibility of life-threatening injuries or death.

1137. As such, Plaintiffs conferred a windfall upon Ford, which knows of the windfall and has retained such benefits, which would be unjust for Ford to retain such benefits

1138. As a direct and proximate result of Ford's unjust enrichment, Plaintiffs have suffered and continue to suffer various damages and are entitled to remedies, including, but not limited to, restitution of all amounts by which Ford was enriched through its misconduct.

**LOUISIANA**  
**COUNT I**  
**LOUISIANA PRODUCTS LIABILITY ACT**  
**(La. Rev. Stat. § 9:2800.51, *et seq.*)**

1139. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1140. Ford has defectively designed, manufactured, sold or otherwise placed in the stream of commerce Vehicles as set forth above.

1141. The product in question is unreasonably dangerous for the following reasons:

- a. It is unreasonably dangerous in construction or composition as provided in LA. REV. STAT. § 9:2800.55;
- b. It is unreasonably dangerous in design as provided in LA. REV. STAT. § 9:2800.56;
- c. It is unreasonably dangerous because an adequate warning about the product was not provided as required by LA. REV. STAT. § 9:2800.57; and
- d. It is unreasonably dangerous because it does not conform to an express warranty of the manufacturer about the product that render it unreasonably dangerous under LA. REV. STAT. § 9:2800.55, *et seq.*, that existed at the time the product left the control of the manufacturer.

1142. Ford knew and expected the Vehicles eventually would be sold to and operated by purchasers and/or eventual owners of the Vehicles, including Plaintiffs; consequently, Plaintiffs were an expected user of the product which Ford manufactured.

1143. The Vehicles reached Plaintiffs without substantial changes in their condition from time of completion of manufacture by Ford.

1144. The defects in the Vehicles could not have been contemplated by any reasonable person expected to operate the Vehicles, and, therefore, presented an unreasonably dangerous situation for expected users of the Vehicles even though the Vehicles were operated by expected users in a reasonable manner.

1145. As a direct and proximate cause of Ford's design, manufacture, assembly, marketing, and sales of the Vehicles, Plaintiffs have sustained and will continue to sustain the loss of use of his/her vehicle, economic losses and consequential damages, and are therefore entitled to compensatory relief according to proof, and entitled to a declaratory judgment that Ford is liable to Plaintiffs for breach of its duty to design, manufacture, assemble, market, and sell a safe product, fit for its reasonably intended use.

1146. The manifestations of the Transmission Defects are the type of occurrences which would not happen in the absence of a defective product. As such, *res ipsa loquitur* should apply under Louisiana Products Liability Law.

**COUNT II**  
**REDHIBITION**  
**(La. Civ. Code Art. 2520, *et seq.* and 2545)**

1147. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1148. Ford defectively designed, manufactured, sold or otherwise placed in the stream of commerce vehicles that are defective.

1149. The manifestations of the Transmission Defects are the type of occurrences which would not happen in the absence of a defective product. As such, *res ipsa loquitur* should apply under Louisiana Products Liability Law.

1150. Ford has known about safety hazards that result from unexpected Transmission Defects for a number of years and has failed to adequately address those safety concerns.

1151. Ford, as manufacturer of the Vehicles, are responsible for damages caused by the failure of its product to conform to well-defined standards. In particular, the vehicles contain vices or defects which rendered them useless or their use so inconvenient and unsafe that a reasonable buyer would not have purchased or leased them. Ford manufactured, sold and promoted the vehicles and placed the vehicles into the stream of commerce. Under Louisiana Law, the seller and manufacturer warrants the buyer against redhibitory defects or vices in the things sold. LA. CODE CIV. P. Art. 2520. The vehicles as sold and promoted by Ford possessed redhibitory defects because they were not manufactured and marketed in accordance with industry standards and/or were unreasonably dangerous as described above, which rendered the vehicles useless or their use so inconvenient and unsafe that it must be presumed that a buyer would not have bought the vehicles

had he/she known of the defect. Pursuant to LA. CODE CIV. P. Art. 2520, Plaintiffs are entitled to obtain a rescission of the sale of the subject product.

1152. The vehicles alternatively possess redhibitory defects because the vehicles were not manufactured and marketed in accordance with industry standards and/or were unreasonably dangerous as described above, which diminished the value of the vehicles so that it must be presumed that a reasonable buyer would still have bought the vehicles, but for a lesser price, had the redhibitory defects been disclosed. In this instance, Plaintiffs are entitled to a reduction of the purchase price.

1153. As the manufacturer of the vehicle, under Louisiana Law, Ford is deemed to know that the vehicle contained redhibitory defects pursuant to LA. CODE CIV. P. Art. 2545. Ford is liable as a bad faith seller for selling a defective product with knowledge of defects and thus is liable to Plaintiffs for the price of the subject product, with interest from the purchase date, as well as reasonable expenses occasioned by the sale of the subject product, and attorney's fees.

1154. Due to the defects and redhibitory vices in the Fords sold to Plaintiffs, they have suffered damages under Louisiana Law.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF FITNESS FOR ORDINARY USE**  
**(La. Civ. Code Art. 2524)**

1155. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1156. At all relevant times, Ford marketed, sold and distributed the automobile for use by Plaintiffs, knew of the use for which the Vehicles were intended, and impliedly warranted them to be fit for ordinary use.

1157. The Vehicles, when sold, were defective, unmerchantable, and unfit for ordinary use.

1158. The Vehicles contain vices or defects which render them either absolutely useless or render their use inconvenient, imperfect, and unsafe such that Plaintiffs would not have purchased or leased the Vehicles had they known of the vices or defects.

1159. The damages in question arose from the reasonably anticipated use of the product in question.

1160. Ford breached the implied warranties of merchantability and fitness for ordinary use when the Vehicles were sold to Plaintiffs because they have a tendency to exhibit the Transmission Defects.

1161. As a direct and proximate cause of Ford's breach of the implied warranties of merchantability and fitness for ordinary use, Plaintiffs have suffered injuries and damages.

**COUNT IV  
NEGLIGENCE  
(La. Civ. Code Art. 2315)**

1162. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1163. Ford had a duty to Plaintiffs to provide a safe product in design and manufacture, to notify NHTSA, and to warn NHTSA of the defective nature of the Vehicles.

1164. Ford breached its duty of reasonable care to Plaintiffs by designing the Vehicles in such a manner that they are prone to exhibit the Transmission Defects.

1165. Ford breached its duty of reasonable care to Plaintiffs by manufacturing and/or assembling the Vehicles in such a manner that they are prone exhibit the Transmission Defects.

1166. Ford breached its duty of reasonable care to Plaintiffs by failing to recall the Vehicles at the earliest possible date.

1167. Ford breached its duty of reasonable care to Plaintiffs by failing to exercise due care under the circumstances.

1168. As a direct and proximate result of Ford's negligence as set forth in the preceding paragraphs, Plaintiffs have sustained and will continue to sustain the loss of use of their vehicles, economic losses, consequential damages and other damages and are entitled to compensatory damages, and equitable and declaratory relief according to proof.



1169. Ford's egregious misconduct alleged above warrants the imposition of punitive damages against Ford to prevent such future behavior.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Louisiana Law)**

1170. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1171. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1172. The Vehicles herein are dangerous products that have caused injury to many people, including Plaintiffs.

1173. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1174. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or

reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1175. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

1176. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1177. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1178. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution (b) affirm their purchase or lease of Vehicles and recover damages.

1179. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an

assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1180. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**MAINE**  
**COUNT I**  
**VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT**  
**(Me. Rev. Stat. Ann. tit. 5 § 205-A, *et seq.*)**

1181. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1182. The Maine Unfair Trade Practices Act ("UTPA") makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. . . ." per ME. REV. STAT. ANN. TIT. 5 § 207.

1183. The advertising and sale of motor vehicles by Ford constitutes "trade or commerce" within the meaning of UTPA per ME. REV. STAT. ANN. TIT. 5 § 206(3).

1184. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles. This was a deceptive act in that Ford represented that Vehicles have characteristics,

uses, benefits, and qualities which they do not have; represented that Vehicles are of a particular standard and quality when they are not; and advertised Vehicles with the intent not to sell them as advertised. Ford knew or should have known that its conduct violated the UTPA.

1185. Ford engaged in a deceptive trade practice when it failed to disclose material information concerning the Ford vehicles which was known to Ford at the time of the sale. Ford deliberately withheld the information about the Transmission Defects in order to ensure that consumers would purchase its vehicles and to induce the consumer to enter into a transaction.

1186. Ford's conduct has caused or is to cause a substantial injury that is not reasonably avoided by consumers, and the harm is not outweighed by a countervailing benefit to consumers or competition.

1187. As a result of Ford's deceptive and unfair practices, Plaintiffs have suffered loss of money or property. Plaintiffs overpaid for their vehicles and did not receive the benefit of their bargain. The value of their Fords have diminished now that the safety issues have come to light, and Plaintiffs own vehicles that are not safe.

1188. Plaintiffs are entitled to actual damages, restitution and such other equitable relief, including an injunction, as the Court determines to be necessary and proper.

1189. Pursuant to ME. REV. STAT. ANN. TIT. 5 § 213(3), Plaintiffs will mail a copy of the complaint to Maine's Attorney General.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Me. Rev. Stat. Ann. tit. 11 § 2-314)**

1190. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1191. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1192. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

1193. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1194. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**BREACH OF CONTRACT**  
**(Based on Maine Law)**

1195. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1196. To the extent Ford's repair commitment is deemed not to be a warranty under Maine's Commercial Code, Plaintiffs plead in the alternative under common law contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1197. Ford breached this contractual obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1198. As a direct and proximate result of Ford's breach of contract warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT IV**  
**UNJUST ENRICHMENT**  
**(Based on Maine Law)**

1199. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1200. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1201. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same,

Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

1202. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1203. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Maine Law)**

1204. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1205. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1206. The Vehicles herein are dangerous products that have caused injury to many people, including Plaintiffs herein.

1207. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford



was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1208. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1209. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

1210. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1211. Ford acted with malice with respect to the Plaintiffs.

1212. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1213. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution (b) affirm their purchase or lease of Vehicles and recover damages.

1214. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1215. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**MARYLAND**  
**COUNT I**  
**VIOLATIONS OF MARYLAND CONSUMER PROTECTION ACT**  
**(Md. Code Com. Law § 13-101, *et seq.*)**

1216. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1217. Plaintiffs are persons within the meaning of the Maryland Consumer Protection Act (the “Act”) for all purposes therein.

1218. Ford is a person within the meaning of the Act for all purposes therein.

1219. The false, deceptive and misleading statements and representations made by Ford alleged above and below are Unfair, Abusive, and Deceptive Trade Practices within the meaning of the Act.

1220. Ford participated in unfair or deceptive acts or practices that violated the Act, as described above and below, and those unfair and deceptive trade practices occurred or were committed in the course, vocation or occupation of Ford’s businesses. Ford engaged in the unfair and deceptive trade practices and is directly liable for these violations of law. Ford also is liable for Ford dealerships’ violations because Ford dealerships act as Ford’s agents in the United States for purposes of sales and marketing.

1221. The Unfair and Deceptive Trade Practices as alleged above and below significantly impact the public as actual or potential customers of Ford.

1222. By failing to disclose and actively concealing the dangerous risk of the Transmission Defects, Ford engaged in deceptive business practices prohibited by the Act, including, but not limited to, (1) representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3)

advertising Vehicles with the intent not to sell them as advertised; (4) representing that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving Vehicles has been supplied in accordance with a previous representation when it has not.

1223. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

1224. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

1225. As a direct and proximate result of their unfair and deceptive business practices, and violations of the Act detailed above, Ford caused actual damages, injuries, and losses to Plaintiffs and, if not stopped, will continue to harm Plaintiffs. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe. The Transmission Defects and the attendant safety risks have impaired the value of the Vehicles.

1226. Plaintiffs are entitled to all damages permitted by M.R.S § 13-101, *et seq.*, including actual damages sustained, civil penalties, attorneys' fees, and costs

of this action. Also, the State of Maryland is entitled to statutory penalties from defendants for each violation of the Act.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Md. Code Com. Law § 2-313)**

1227. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1228. Ford is and was at all relevant times a merchant as defined by the Uniform Commercial Code.

1229. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1230. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1231. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1232. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*,

in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1233. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1234. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1235. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1236. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

1237. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1238. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in MD. CODE COM. LAW § 2-608 for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of their Vehicles.

1239. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Md. Code Com. Law § 2-314)**

1240. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1241. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1242. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transactions.



1243. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1244. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Maryland Law)**

1245. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1246. To the extent Ford's repair commitment is deemed not to be a warranty under the Maryland Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1247. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1248. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at

trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Maryland Law)**

1249. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1250. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of their vehicles.

1251. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1252. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge

of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1253. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1254. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1255. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1256. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1257. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1258. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI  
NEGLIGENCE  
(Based on Maryland Law)**

1259. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1260. Ford had a duty to Plaintiffs to provide a safe product in design and manufacture, to notify NHTSA, and to warn NHTSA of the heightened propensity of the Vehicles to unexpectedly exhibit the Transmission Defects.

1261. Ford breached its duty of reasonable care to Plaintiffs by designing the Vehicles in such a manner that they have a heightened propensity to exhibit Transmission Defects.

1262. Ford breached its duty of reasonable care to Plaintiffs by manufacturing and/or assembling the Vehicles in such a manner that they were prone to the Transmission Defects.

1263. Ford breached its duty of reasonable care to Plaintiffs by failing to recall the Vehicles at the earliest possible date when they knew that the Vehicles' transmissions were defective.

1264. Ford breached its duty of reasonable care to Plaintiffs by failing to exercise due care under the circumstances.

1265. As a direct and proximate result of Ford's negligence as set forth in the preceding paragraphs, Plaintiffs have sustained and will continue to sustain the loss of use of their vehicles, economic losses, consequential damages and other damages and are entitled to compensatory damages and equitable and declaratory relief according to proof.

1266. Plaintiffs demand judgment against Ford for negligence as prayed below.

**COUNT VII**  
**STRICT PRODUCTS LIABILITY – DESIGN DEFECT**  
**(Based on Maryland Law)**

1267. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1268. At all times relevant hereto, Ford was engaged in the business of designing, manufacturing, assembling, promoting, advertising, selling, and distributing Ford vehicles in the United States, including, but not limited to, the Vehicles.

1269. Ford knew and expected for the Vehicles to eventually be sold to and operated by consumers and/or eventual owners of the Vehicles, including Plaintiffs. Consequently, Plaintiffs were foreseeable users of the products which Ford manufactured.

1270. The Vehicles reached Plaintiffs without substantial change in condition from the time they were manufactured by Ford.

1271. The propensity of the Vehicles to suddenly and unexpectedly experience the Transmission Defects could not have been contemplated by any reasonable person expected to operate the Vehicles, and for that reason, presented an unreasonably dangerous situation for foreseeable users of the Vehicles even though the Vehicles were operated by foreseeable users in a reasonable manner.

1272. Ford should have reasonably foreseen that the dangerous conditions of the Vehicles' defective transmissions would subject Plaintiffs to harm.

1273. As a result of these defective designs, the Vehicles are unreasonably dangerous.

1274. Plaintiffs have used the Vehicles reasonably and as intended, to the fullest degree possible given their defective nature, and, nevertheless, have suffered damages through no fault of their own.

1275. Safer, alternative designs existed for the Vehicles.

1276. As a direct and proximate result of Ford's design, manufacture, assembly, marketing, and sales of the Vehicles, Plaintiffs have sustained and will continue to sustain the loss of the use of their vehicles, economic losses, and consequential damages, and are, therefore, entitled to compensatory relief according to proof, and entitled to a declaratory judgment that Ford is liable to Plaintiffs for breach of its duty to design, manufacture, assemble, market, and sell a safe product, fit for its reasonably intended use. Plaintiffs are therefore entitled to equitable relief as described below.

1277. Plaintiffs demand judgment against Ford for design defects as prayed for below.

**COUNT VIII**  
**STRICT PRODUCTS LIABILITY – DEFECTIVE MANUFACTURING**  
**(Based on Maryland Law)**

1278. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1279. Ford is the manufacturer, designer, distributor, seller, or supplier of the Vehicles.

1280. The Vehicles manufactured, designed, sold, distributed, supplied and/or placed in the stream of commerce by Ford were defective in their manufacture and construction such that they were unreasonably dangerous, were not fit for the ordinary purposes for which they were intended, and/or did not meet the reasonable expectations of any consumer.

1281. The Vehicles manufactured, designed, sold, distributed, supplied and/or placed in the stream of commerce by Ford, were defective in their manufacture and construction as described at the time they left Ford's control.

1282. The Vehicles are unreasonably dangerous due to their defective manufacture.

1283. As a direct and proximate result of Plaintiffs' purchase and use of the Vehicles as manufactured, designed, sold, supplied and introduced into the stream of commerce by Ford, Plaintiffs suffered economic losses, and will continue to suffer such damages and economic losses in the future.

1284. Plaintiffs demand judgment against Ford for manufacturing defects as prayed for below.

**COUNT IX**  
**STRICT PRODUCTS LIABILITY –**  
**DEFECT DUE TO NONCONFORMANCE WITH REPRESENTATIONS**  
**(Based on Maryland Law)**

1285. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.



1286. Ford is the manufacturer, designer, distributor, seller, or supplier of the Vehicles, and Ford made representations regarding the character or quality of the Vehicles.

1287. The Vehicles manufactured and supplied by Ford were defective in that, when they left the hands of Ford, they did not conform to the representations made by Ford concerning the Vehicles.

1288. Plaintiffs justifiably relied upon Ford's representations regarding the Vehicles when they purchased or leased and used the Vehicles.

1289. As a direct and proximate result of their reliance on Ford's representations regarding the character and quality of the Vehicles, Plaintiffs suffered damages and economic losses, and will continue to suffer such damages and economic losses in the future.

1290. Plaintiffs demand judgment against Ford for manufacturing defects as prayed for below.

**COUNT X**  
**UNJUST ENRICHMENT**  
**(Based on Maryland Law)**

1291. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1292. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same,

Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1293. Ford knowingly enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1294. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**MASSACHUSETTS**  
**COUNT I**  
**VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT**  
**(Mass. Gen. L. Chapter 93A)**

1295. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1296. The conduct of Ford as set forth herein constitutes unfair and deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, Mass. Gen. L. ch. 93A, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency to deceive.

1297. Ford engages in the conduct of trade or commerce and the misconduct alleged herein occurred in trade or commerce.

1298. In satisfaction of MASS. GEN. LAWS CH. 93A, § 9(3), Plaintiffs have made demand on Ford more than 30 days prior to this filing by numerous letters sent by Plaintiffs. These letters asserted that rights of consumers as claimants had been violated, described the unfair and deceptive acts committed by Ford, and specified the injuries that Plaintiffs have suffered and the relief they seek. Thus, these letters satisfy section 9(3).

1299. As a result of Ford's unfair and deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, MASS. GEN. L. CH. 93A, Plaintiffs suffered injury as described herein. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(ALM GL ch. 106, § 2-313)**

1300. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1301. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1302. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1303. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1304. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1305. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1306. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1307. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1308. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1309. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

1310. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1311. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in ALM GL ch. 106,

§ 2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

1312. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(ALM GL ch. 106, § 2-314)**

1313. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1314. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1315. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

1316. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1317. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Massachusetts Law)**

1318. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1319. To the extent Ford's repair commitment is deemed not to be a warranty under Massachusetts's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1320. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1321. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Based on Massachusetts Law)**

1322. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1323. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1324. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

1325. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1326. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on Massachusetts Law)**

1327. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1328. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1329. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.



1330. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1331. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

1332. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

1333. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1334. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

1335. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

1336. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1337. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

1338. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

1339. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1340. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**MICHIGAN**  
**COUNT I**  
**VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**  
**(Mich. Comp. Laws § 445.901, *et seq.*)**

1341. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1342. Ford misrepresented the safety of the Vehicles after learning of their defects with the intent that Plaintiffs relied on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

1343. Plaintiffs did, in fact, rely on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

1344. Through those misleading and deceptive statements and false promises, Ford violated the Michigan Consumer Protection Act.

1345. The Michigan Consumer Protection Act applies to Ford's transactions with Plaintiffs because Ford's deceptive scheme was carried out in Michigan and affected Plaintiffs.

1346. Ford also failed to advise NHSTA and the public about what they knew about the Transmission Defects in the Vehicles.

1347. Plaintiffs relied on Ford's silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Vehicles.

1348. As a direct and proximate result of Ford's deceptive conduct and violation of the Michigan Consumer Protection Act, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Mich. Comp. Laws § 440.2313)**

1349. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1350. Ford expressly warranted – through statements and advertisements described above – that the vehicles were of high quality, and at a minimum, would actually work properly and safely.

1351. Ford breached this warranty by knowingly selling to Plaintiffs vehicles with dangerous defects, and which were not of high quality.

1352. Plaintiffs have been damaged as a direct and proximate result of the breaches by Ford in that the Vehicles purchased or leased by Plaintiffs were and are worth far less than what Plaintiffs paid to purchase, which was reasonably foreseeable to Ford.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Mich. Comp. Laws § 440.2314)**

1353. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1354. Ford impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonably safety during normal operation, and without unduly endangering them or members of the public.

1355. These dangerous defects existed at the time the vehicles left Ford's manufacturing facilities and at the time they were sold to Plaintiffs. Furthermore,

because of these dangerous defects, Plaintiffs did not receive the benefit of their bargain and the vehicles have suffered a diminution in value.

1356. These dangerous defects were the direct and proximate cause of damages to Plaintiffs.

**COUNT IV  
FRAUD BY CONCEALMENT  
(Based on Michigan Law)**

1357. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1358. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1359. Ford acted with reckless disregard of Plaintiffs' rights.

1360. Fords actions and omissions were part of an organized, company-wide scheme to increase its revenue.

1361. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1362. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1363. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Vehicles at a higher price for the vehicles, which did not match the vehicles' true value.

1364. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1365. Ford acted with malice with respect to the Plaintiffs.

1366. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1367. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their

purchase or lease of Vehicles and obtain restitution (b) affirm their purchase or lease of Vehicles and recover damages.

1368. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1369. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**MINNESOTA**  
**COUNT I**  
**VIOLATION OF MINNESOTA FALSE STATEMENT IN ADVERTISING**  
**STATUTE**  
**(Minn. Stat. §§ 325F.67 et seq.)**

1370. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1371. Ford produced and published advertisements and deceptive and misleading statements on the safety and reliability of the Vehicles, even after learning of their defects, with the intent to sell the Vehicles.



1372. Ford continue to represent or otherwise disseminate misleading information about the defect and cause of the defect with the intent to induce the public to buy the Vehicles.

1373. Ford concealed their deceptive practices in order to increase the sale of and profit from the Vehicles.

1374. Ford violated the Minnesota False Statements in Advertising Act, MINN. STAT. § 325F.67, *et seq.*, by publicly misrepresenting safety of the Vehicles, including the cause of the sudden transmission problems.

1375. Ford also failed to advise the NHTSA and the public about what it knew about the Transmission Defects.

1376. The Minnesota False Statements in Advertising Act applies to Plaintiffs' transactions with Defendant because Ford's deceptive scheme was carried out in Minnesota and affected Plaintiffs.

1377. As a direct and proximate result of Ford's deceptive, unfair, and fraudulent conduct and violations of MINN. STAT. § 325F.67, *et seq.*, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT II**  
**VIOLATION OF MINNESOTA UNIFORM DECEPTIVE TRADE**  
**PRACTICES ACT**  
**(Minn. Stat. § 325D.43-48, *et seq.*)**

1378. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1379. Ford engaged in – and continue to engage in – conduct that violates the Minnesota Deceptive Trade Practices Act, MINN. STAT. § 325D.44, *et seq.* The violations include the following:

- a. Ford violated MINN. STAT. § 325D.44(5) by representing the Vehicles as having characteristics, uses, and benefits of safe and mechanically sound vehicles while knowing that the statements were false and the Vehicles contained defects;
- b. Ford violated MINN. STAT. § 325D.44(7) by representing the Vehicles as a non-defective product of a particular standard, quality, or grade while knowing the statements were false and the Vehicles contained defects;
- c. Ford violated MINN. STAT. § 325D.44(9) by advertising, marketing, and selling the Vehicles as reliable and without a known defect while knowing those claims were false; and
- d. Ford violated MINN. STAT. § 325D.44(13) by creating a likelihood of confusion and/or misrepresenting the safety of the Vehicles.

1380. Ford's deceptive scheme was carried out in Minnesota and affected Plaintiffs.

1381. Ford also failed to advise the NHSTA and the public about what it knew about the Transmission Defects.

1382. As a direct and proximate result of Ford's deceptive conduct and violation of MINN. STAT. § 325D.44, *et seq.*, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT III**  
**VIOLATION OF MINNESOTA**  
**PREVENTION OF CONSUMER FRAUD ACT**  
**(Minn. Stat. § 325F.68, *et seq.*)**

1383. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1384. Ford misrepresented the safety of the Vehicles after learning of their defects with the intent that Plaintiffs relied on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

1385. Plaintiffs did, in fact, rely on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

1386. Through these misleading and deceptive statements and false promises, Ford violated MINN. STAT. § 325F.69.

1387. The Minnesota Prevention of Consumer Fraud Act applies to Ford's transactions with Plaintiffs because Ford's deceptive scheme was carried out in Minnesota and affected Plaintiffs.

1388. Ford also failed to advise the NHSTA and the public about what they knew about the Transmission Defects in the Vehicles.

1389. Plaintiffs relied on Ford's silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Vehicles.

1390. As a direct and proximate result of Ford's fraudulent actions, deceptive conduct, and violation of MINN. STAT. § 325F.69, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**FRAUDULENT MISREPRESENTATION &**  
**FRAUDULENT CONCEALMENT**  
**(Based on Minnesota Law)**

1391. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1392. Ford intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiffs information that is highly relevant to their purchasing decision.

1393. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car, that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

1394. The vehicles purchased or leased by Plaintiffs were, in fact, defective, unsafe and unreliable, because the vehicles were subject to sudden Transmission Defects.

1395. Ford had a duty to disclose that these vehicles were defective, unsafe and unreliable because Plaintiffs relied on Ford's material representations that the vehicles they were purchasing were safe and free from defects.

1396. The aforementioned concealment was material because if it had been disclosed Plaintiffs would not have bought or leased the vehicles.

1397. Plaintiffs relied on Ford's reputation – along with Ford's failure to disclose the transmission problems and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Ford's vehicles.

1398. As a result of their reliance, Plaintiffs have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain

and overpayment at the time of purchase and/or the diminished value of their vehicles.

1399. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs are therefore entitled to an award of punitive damages.

1400. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT V**  
**BREACH OF EXPRESS WARRANTY**  
**(Minn. Stat. § 325G.19 Express Warranties)**

1401. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1402. Ford is and at all relevant times was a merchant as defined by the Uniform Commercial Code ("UCC").

1403. Ford expressly warranted – through uniform statements, marketing materials, and advertisements described above – that the vehicles were of high quality, and, at a minimum, would actually work properly and safely. These warranties became part of the basis of the bargain.

1404. Ford breached this warranty by knowingly selling to Plaintiffs vehicles with dangerous defects, and which were not of high quality.

1405. Plaintiffs have been damaged as a direct and proximate result of the breaches by Ford in that the Vehicles purchased or leased by Plaintiffs were and are worth far less than what Plaintiffs paid to purchase, which was reasonably foreseeable to Ford.

1406. Plaintiffs were unaware of these defects and could not have reasonably discovered them when they purchased or leased their vehicles from Ford.

1407. Plaintiffs are entitled to damages, including the diminished value of their vehicles and the value of the non-use of the vehicles pending successful repair, in addition to any costs associated with purchasing or leasing safer vehicles, incidental and consequential damages, and all other damages allowable under the law, including such further relief as the Court deems just and proper.

**COUNT VI**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(STRICT LIABILITY)**  
**(Minn. Stat. § 336.2-314 Implied Warranty;**  
**Merchantability; Usage Of Trade)**

1408. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1409. Ford impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting

the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

1410. As described above, there were dangerous defects in the vehicles manufactured, distributed, and/or sold by Ford, which Plaintiffs purchased or leased, including, but not limited to, Transmission Defects.

1411. These dangerous defects existed at the time the vehicles left Ford's manufacturing facilities and at the time they were sold to Plaintiffs. Furthermore, because of these dangerous defects, Plaintiff did not receive the benefit of their bargain and the vehicles have suffered a diminution in value.

1412. These dangerous defects were the direct and proximate cause of damages to Plaintiffs.

**COUNT VII**  
**UNJUST ENRICHMENT**  
**(Based on Minnesota Law)**

1413. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1414. Plaintiffs paid Ford the value of vehicles that are non-defective, and in exchange, Ford provided Plaintiffs vehicles that are, in fact, defective.

1415. Further, Plaintiffs paid Ford the value for vehicles that would not be compromised by substantial, invasive repairs, and in return received vehicles that require such repairs.



1416. Further, Plaintiffs paid Ford for vehicles they could operate, and in exchange, Ford provided Plaintiffs vehicles that could not be normally operated because their defects posed the possibility of life-threatening injuries or death.

1417. As such, Plaintiffs conferred a windfall upon Ford., which knows of the windfall and has retained such benefits, which would be unjust for Ford to retain.

1418. As a direct and proximate result of Ford's unjust enrichment, Plaintiffs have suffered and continue to suffer various damages and are entitled to remedies, including, but not limited to, restitution of all amounts by which Ford was enriched through its misconduct.

**COUNT VIII**  
**STRICT LIABILITY (DESIGN DEFECT)**  
**(Based on Minnesota Law)**

1419. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1420. Ford is and has been at all times pertinent to this Complaint, engaged in the business of designing, manufacturing, assembling, promoting, advertising, distributing and selling Vehicles in the United States, including those owned or leased by Plaintiffs.

1421. Ford knew and anticipated that the vehicles owned or leased by Plaintiffs would be sold to and operated by purchasers and/or eventual owners or lessors of Ford's vehicles, including Plaintiffs. Ford also knew that these Vehicles

would reach Plaintiffs without substantial change in their condition from the time the vehicles departed Ford's assembly lines.

1422. Ford designed the Vehicles defectively, causing them to fail to perform as safely as an ordinary consumer would expect when used in an intended and reasonably foreseeable manner.

1423. Ford had the capability to use a feasible, alternative, safer design, and failed to correct the design defects.

1424. The risks inherent in the design of the Vehicles outweigh significantly any benefits of such design.

1425. Plaintiffs could not have anticipated and did not know of the aforementioned defects at any time prior to recent revelations regarding the problems with the Vehicles.

1426. As a direct and proximate result of Ford's wrongful conduct, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT IX**  
**STRICT LIABILITY (FAILURE TO WARN)**  
**(Based on Minnesota Law)**

1427. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1428. Ford is and has been at all times pertinent to this Complaint, engaged in the business of designing, manufacturing, assembling, promoting, advertising, distributing and selling Vehicles in the United States, including those owned or leased by Plaintiffs.

1429. Ford, at all times pertinent to this Complaint, knew and anticipated that the Vehicles and their component parts would be purchased, leased and operated by consumers, including Plaintiffs.

1430. Ford also knew that these Vehicles would reach Plaintiffs without substantial change in their conditions from the time that the vehicles departed Ford's assembly lines.

1431. Ford knew or should have known of the substantial dangers involved in the reasonably foreseeable use of the Vehicles, defective design, manufacturing and lack of sufficient warnings caused them to have an unreasonably dangerous propensity to exhibit the Transmission Defects.

1432. Ford failed to adequately warn Plaintiffs when they became aware of the defect that caused Plaintiffs vehicles to be prone to exhibiting the Transmission Defects.

1433. Ford also failed to timely recall the vehicles or take any action to timely warn Plaintiffs of these problems and instead continues to subject Plaintiffs to harm.

1434. Ford knew, or should have known, that these defects were not readily recognizable to an ordinary consumer and that consumers would lease, purchase and use these products without inspection.

1435. Ford should have reasonably foreseen that the sudden and unintended defect in the Vehicles would subject Plaintiffs to harm resulting from the defect.

1436. Plaintiffs have used the Vehicles for their intended purpose and in a reasonable and foreseeable manner.

1437. As a direct and proximate result of Ford's wrongful conduct, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**MISSISSIPPI**  
**COUNT I**  
**MISSISSIPPI PRODUCTS LIABILITY ACT**  
**(Miss. Code Ann. § 11-1-63, *et seq.*)**

1438. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1439. Ford vehicles were defectively designed, manufactured, sold, or otherwise placed in the stream of commerce.

1440. Ford is strictly liable in tort for Plaintiffs' injuries and damages due to the Transmission Defects. Restatement, Second, Torts § 402(a).

1441. In negligently designing and manufacturing the Vehicles, by which Plaintiffs were injured, and in failing to warn Plaintiffs of the dangers of operating the Vehicles, which dangers were known to Ford but unknown to Plaintiffs, Ford has committed a tort.

1442. The Vehicles which caused Plaintiffs' injuries were manufactured by Ford.

1443. At relevant times, Defendant negligently and carelessly acted or failed to act, including without limitation in the following ways: by negligently and carelessly inventing, developing, designing, researching, guarding, manufacturing, building, inspecting, investigating, testing, and labeling the Vehicles; negligently and carelessly failing to provide Vehicle users, including Plaintiffs, with adequate and fair warning of the characteristics, dangers, and hazards inherent in operating the Vehicles due to the Transmission Defects; and willfully failing to recall the Vehicles or otherwise cure one or more of the Transmission Defects. Ford thereby directly and proximately caused the injuries and damages described herein.

1444. The Vehicles were unsafe for use because they were defective in the following ways: in their design, development, and manufacture; in their lack of permanent, accurate, adequate and fair warning of the characteristics, dangers, and hazards to the user, prospective user, and members of the general public, including Plaintiffs; and in Defendant's failure to recall or otherwise cure one or more defects

in the Vehicles. Ford thereby directly and proximately caused Plaintiffs' described injuries.

1445. Defendant knew or reasonably should have known that the Vehicles would be purchased or leased and used without all necessary testing or inspection for defects by Plaintiffs.

1446. Plaintiffs were not aware of these defects at any time before purchase or lease, or else Plaintiffs were unable, as a practical matter, to cure the defective condition.

1447. Plaintiffs used the Vehicles in a foreseeable manner.

1448. As a proximate result of Ford's negligence, Plaintiffs suffered injuries and damages.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Miss. Code Ann. §§ 75-2-314)**

1449. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1450. Ford has defectively designed, manufactured, sold or otherwise placed in the stream of commerce defective vehicles as set forth above.

1451. Ford impliedly warranted that the Vehicles were merchantable and for the ordinary purpose for which they were designed, manufactured, and sold.

1452. The Vehicles were not in merchantable condition or fit for ordinary use due to the defects described above and as a result of the breach of warranty of merchantability by Ford, Plaintiffs sustained injuries and damages.

**COUNT III  
NEGLIGENCE  
(Under Mississippi Law)**

1453. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1454. Ford has defectively designed, manufactured, sold or otherwise placed in the stream of commerce defective vehicles as set forth above.

1455. Ford had a duty to manufacture a product which would be safe for its intended and foreseeable uses and users, including the use to which it was put by Plaintiffs. Ford breached its duty to Plaintiffs because it was negligent in the design, development, manufacture, and testing of the Vehicles.

1456. Ford was negligent in its design, development, manufacture, and testing of the Vehicles in that it knew, or in the exercise of reasonable care should have known, that they were prone to sudden unintended and dangerous Transmission Defects.

1457. Ford negligently failed to adequately warn and instruct Plaintiffs of the defective nature of the Vehicles, of the high degree of risk attendant to the using them, given that the users of the Vehicles would be ignorant of the said defective.

1458. Whereupon, Plaintiffs respectfully rely upon the RESTATEMENT, SECOND, TORTS § 395.

1459. Ford further breached its duties to Plaintiffs by supplying directly and/or through a third person to be used by such foreseeable persons such as Plaintiffs when:

- a. Ford knew or had reason to know, that the Subject Vehicle was dangerous or was likely to be dangerous for the use for which it was supplied; and
- b. Ford failed to exercise reasonable care to inform customers of the dangerous condition, or of the facts under which the Subject Vehicle is likely to be dangerous.

1460. As a result of Ford's negligence, Plaintiffs suffered damages.

**COUNT IV  
NEGLIGENT MISREPRESENTATION/FRAUD  
(Based on Mississippi Law)**

1461. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1462. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of their vehicles.

1463. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest



corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1464. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1465. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1466. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1467. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1468. As a result of the misrepresentation concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages, under Mississippi law, include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. For those Plaintiffs who want to rescind the purchase, then those Plaintiffs are entitled to restitution and consequential damages under Mississippi law.

1469. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1470. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Based on Mississippi Law)**

1471. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1472. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1473. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1474. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**VIOLATION OF MISSISSIPPI CONSUMER PROTECTION ACT**  
**(Miss. Code Ann., § 75-24-5, *et seq.*)**

1475. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1476. This claim is for violation of the Mississippi Consumer Protection Act, Miss. Code Ann., § 75-24-5, *et seq.* (“CPA”), which prohibits unfair, deceptive, and unconscionable trade practices.

1477. The conduct of Ford, as set forth herein, constitutes deceptive and unconscionable trade practices, including, *inter alia*, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

1478. Ford engaged in the following violative acts or practices in its dealings with Plaintiffs related to the sale and lease of the Vehicles:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;
- c. Advertising the vehicles and in particular the vehicles’ transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;

- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction; and

k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

1479. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease the Vehicles with the Defective Transmissions.

1480. The above-described conduct violated the CPA.

1481. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth herein.

1482. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the Act, and are entitled to recover actual damages, equitable relief, interests, costs, attorney fees and all other relief as set forth in the CPA.

**MISSOURI**  
**COUNT I**  
**VIOLATION OF MISSOURI MERCHANDISING PRACTICES ACT**  
**(Mo. Rev. Stat. § 407.010, *et seq.*)**

1483. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1484. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

1485. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

1486. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

1487. Plaintiffs were injured as a result of Ford's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their Vehicles have suffered a diminution in value.

1488. Ford's conduct proximately caused the injuries to Plaintiffs.

1489. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

1490. Pursuant to MO. REV. STAT. § 407.010, Plaintiffs will serve the Missouri Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Mo. Rev. Stat. § 400.2-313)**

1491. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1492. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1493. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1494. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1495. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1496. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote



the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1497. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1498. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1499. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1500. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

1501. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1502. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in MO. REV. STAT. § 400.2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

1503. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Mo. Rev. Stat. § 400.2-314)**

1504. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1505. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1506. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions, pursuant to MO. REV. STAT. § 400.2-314.

1507. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1508. Plaintiffs have had sufficient dealings with either Ford or their agents (dealerships) to establish privity of contract between Plaintiffs. Notwithstanding this, privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally, privity is also not required because Plaintiffs' Fords are dangerous instrumentalities due to the aforementioned defects and nonconformities.

1509. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Missouri Law)**

1510. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1511. To the extent Ford's repair commitment is deemed not to be a warranty under Missouri's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1512. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1513. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Missouri Law)**

1514. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1515. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of their vehicles.

1516. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest

corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1517. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1518. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1519. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1520. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1521. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1522. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1523. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**UNJUST ENRICHMENT**  
**(Based on Missouri Law)**

1524. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1525. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1526. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

1527. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1528. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**MONTANA**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(Based on Montana Law)**

1529. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1530. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).

1531. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in UCC Sections 2-313 and/or 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

1532. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

1533. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

1534. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

1535. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.



1536. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicles.

1537. Ford has breached its express warranties by failing to adequately repair the Vehicles and/or to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

1538. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to UCC Section 2-719(2) and/or the above remedy is not the exclusive remedy under UCC Section 2-719(1)(b).

1539. The Vehicles continue to contain defects which substantially impair the use and value of the Vehicles to Plaintiffs.

1540. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to their acceptance of the Vehicles.

1541. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and, further, by Ford's failure to disclose the aforesaid Transmission Defects and/or Ford's active concealment of same.

1542. As a result of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and the Plaintiffs cannot reasonably rely upon the Vehicles for the ordinary purpose of safe, reliable and efficient transportation.

1543. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

1544. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

1545. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Based on Montana Law)**

1546. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1547. Defendant is a merchant with respect to motor vehicles under the Uniform Commercial Code Section 2-104(1).

1548. The Vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and/or Section 2A-212.

1549. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

1550. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

1551. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

1552. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

1553. To the extent that the Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify and hold the Plaintiffs harmless should the Plaintiffs prevail on their claims for breach of implied warranty.

1554. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs

harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Montana Law)**

1555. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1556. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

1557. In particular, Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was well aware and knew that the transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

1558. Ford knew or should have known that the 6F35 Transmission had the Transmission Defect, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

1559. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers such as Plaintiffs, including

but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

1560. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

1561. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, Plaintiffs would not have purchased or leased their Vehicles.

1562. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

1563. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles,

though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;

- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

1564. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

1565. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles

and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

1566. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

1567. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

1568. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

1569. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively misrepresented and continues to misrepresent the above-described symptoms as being "normal," when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

1570. Plaintiffs, reasonably relying on Ford's representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

1571. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

1572. Ford's representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles' defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were "normal," or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby eliminate or restrict their ability to substantiate their claims which require



documentary evidence of multiple repairs or repair attempts by: (a) charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely; (b) refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and (c) failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

1573. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**VIOLATION OF MONTANA CONSUMER PROTECTION ACT**  
**(Mont. Code Ann. § 30-14-101, *et seq.*)**

1574. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1575. This claim arises under the Montana Consumer Protection Act, Mont. Code Ann. § 30-14-101, *et seq.* (“CPA”), prohibits unfair or deceptive acts or practices.

1576. Plaintiffs are each a “consumer” as defined by the CPA.

1577. The conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including, inter alia, Ford's manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

1578. Ford engaged in the following violative acts or practices in the course of dealings with Plaintiffs:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles' transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles' transmissions were of a particular standard or quality when they were not;
- c. Advertising the vehicles and in particular the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;
- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;

- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction;
- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

1579. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the "upgraded" 6F35 transmission.

1580. Ford's conduct as described herein violated the CPA.

1581. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

1582. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the Act, and are entitled to recover actual damages, treble damages, and punitive damages.

1583. As a proximate result of Ford's violations, Plaintiffs seek actual and/or statutory damages, interest, costs, and reasonable attorney fees as provided by statute.

**NEBRASKA**  
**COUNT I**  
**VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT**  
**(Neb. Rev. Stat. § 59-1601, *et seq.*)**

1584. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1585. The Nebraska Consumer Protection Act (“NCPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.”

1586. “Trade or commerce” means “the sale of assets or services and any commerce directly or indirectly affecting the people of the State of Nebraska.”

1587. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford’s manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

1588. Ford’s actions as set forth herein occurred in the conduct of trade or commerce.

1589. Ford’s actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford’s generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford’s business.

1590. Plaintiffs were injured as a result of Ford’s conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

1591. Ford's conduct proximately caused the injuries to Plaintiffs, who are entitled to recover actual damages, as well as enhanced damages pursuant to § 59-1609.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Neb. Rev. Stat. Neb. § 2-314)**

1592. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1593. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1594. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

1595. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1596. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Nebraska Law)**

1597. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1598. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1599. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

1600. Ford received and retained benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unconscionable for Ford to retain these wrongfully obtained profits.

1601. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT IV**  
**FRAUD BY CONCEALMENT**  
**(Based on Nebraska Law)**

1602. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1603. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1604. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

1605. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1606. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.



1607. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

1608. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1609. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

1610. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

1611. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits.

Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1612. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

1613. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

1614. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1615. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**NEVADA**  
**COUNT I**  
**VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT**  
**(Nev. Rev. Stat. § 598.0903, *et seq.*)**

1616. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1617. Ford is a "person" as required under the statute.

1618. Ford's actions as set forth herein occurred in the course of business.

1619. The Nevada Deceptive Trade Practices Act, NEV. REV. STAT. § 598.0903, *et seq.*, prohibits unfair or deceptive consumer sales practices.

1620. The NEV. REV. STAT. § 598.0915 provides that a person engages in a “deceptive trade practice” if, in the course of his or her business or occupation, he or she does any of the following, including: “5. Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith”; “8 Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model”; “10. Advertises goods or services with intent not to sell or lease them as advertised”; or “15. Knowingly makes any other false representation in a transaction.”

1621. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles. Accordingly, Ford engaged in deceptive trade practices, including making false representation as to the characteristics, uses, and benefits of the Vehicles; representing that Vehicles are of a particular standard and quality when they are not; advertising Vehicles with the intent not to sell them as advertised; and knowingly

made numerous other false representations as further described during the fact section of this complaint.

1622. Ford knowingly made false representations to consumers with the intent to induce consumers into purchasing Ford vehicles. Plaintiffs reasonably relied on false representations by Ford and were induced to each purchase a Ford vehicle, to his/her detriment. As a result of these unlawful trade practices, Plaintiffs have suffered ascertainable loss.

1623. Plaintiffs suffered ascertainable loss caused by Ford's false representations and failure to disclose material information. Plaintiffs overpaid for their vehicles and did not receive the benefit of their bargain. The value of their Ford's has diminished now that the safety issues have come to light, and Plaintiffs own vehicles that are not safe.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Nev. Rev. Stat. § 104.2313)**

1624. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1625. Ford is and was at all relevant times a merchant with respect to motor vehicles under the Uniform Commercial Code.

1626. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1627. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1628. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1629. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Vehicles' transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1630. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1631. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because

Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1632. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1633. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

1634. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1635. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Nev. Rev. Stat. § 104.2314)**

1636. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1637. Ford is and was at all relevant times a merchant with respect to motor vehicles under the Uniform Commercial Code.

1638. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to the Uniform Commercial Code.

1639. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1640. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Nevada Law)**

1641. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1642. To the extent Ford's repair commitment is deemed not to be a warranty under Nevada's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part

supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1643. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1644. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH**  
**AND FAIR DEALING**  
**(Based on Nevada Law)**

1645. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1646. As set forth above, Plaintiffs have entered into individual sales transactions and agreements with Ford for the purchase Ford vehicles.

1647. Plaintiffs have fully performed their obligations with Ford under such transactions and agreements.

1648. At all times, Ford owed Plaintiffs a duty to exercise and act in good faith and deal fairly with them in the performance of repairs of Vehicles.



1649. Ford has breached these duties and obligations in the manner and particulars set forth above, including, but not limited to, failing to repair or replace the Vehicles evidencing the Transmission Defects.

1650. As a direct and proximate result of Ford's failure to abide and comply with their obligations and duties, Plaintiffs have suffered pecuniary damages in an amount that has not yet been determined.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on Nevada Law)**

1651. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1652. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1653. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1654. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1655. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1656. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1657. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1658. Plaintiffs would not have purchased or leased the vehicles sold by Ford or would have not paid as much for the vehicles had they known the full truth about the vehicles being sold by Ford.

1659. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage.

1660. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1661. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VII**  
**UNJUST ENRICHMENT**  
**(Based on Nevada Law)**

1662. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1663. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1664. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1665. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**NEW HAMPSHIRE**  
**COUNT I**  
**VIOLATION OF N.H. CONSUMER PROTECTION ACT**  
**(N.H. Rev. Stat. Ann. § 358A:1, *et seq.*)**

1666. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1667. The New Hampshire Consumer Protection Act (“CPA”) prohibits a person, in the conduct of any trade or commerce, from doing any of the following: “(V) Representing that goods or services have ... characteristics, ... uses, benefits, or quantities that they do not have; ... (VII) Representing that goods or services are of a particular standard, quality, or grade, ... if they are of another; ... and (IX) Advertising goods or services with intent not to sell them as advertised.” N.H. REV. STAT. § 358-A:2.

1668. Ford is a person within the meaning of the CPA. *See* N.H. REV. STAT. § 358A:1(I).

1669. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles. Accordingly, Ford engaged in unlawful trade practices, including representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Vehicles are of a particular standard and quality when they are not; and advertising Vehicles with the intent not to sell them as advertised. Ford knew or should have known that its conduct violated the OUTPA.

1670. Ford engaged in a deceptive trade practice when it failed to disclose material information concerning the Ford vehicles which was known to Ford at the time of the sale. Ford deliberately withheld the information about the Transmission Defects in order to ensure that consumers would purchase its vehicles and to induce the consumer to enter into a transaction.

1671. The propensity of the Vehicles to manifest the Transmission Defects was material to Plaintiffs. Had Plaintiffs known that their Fords had these serious safety defects, they would not have purchased or leased their Fords.

1672. Ford's failure to disclose material information has injured Plaintiffs. Plaintiffs overpaid for their vehicles and did not receive the benefit of their bargain. The value of their Ford's has diminished now that the safety issues have come to light, and Plaintiffs own vehicles that are not safe.

1673. Plaintiffs are entitled to recover the greater of actual damages or \$1,000 pursuant to N.H. REV. STAT. § 358-A:10. Plaintiffs are also entitled to treble damages because Ford acted willfully in its unfair and deceptive practices.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(N.H. Rev. Stat. Ann. § 382-A:2-313)**

1674. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1675. Ford is and was at all relevant times a merchant with respect to motor vehicles under N.H. REV. STAT. § 382-A:2-313.

1676. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1677. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1678. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities.

1679. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote

the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1680. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1681. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1682. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1683. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under

these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

1684. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1685. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in N.H. REV. STAT. §§ 382-A:2-608 and 382-A:2-711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under N.H. REV. STAT. §§ 382-A:2-608 and 382-A:2-711.

1686. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(N.H. Rev. Stat. Ann. § 382-A:2-314)**

1687. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.



1688. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1689. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

1690. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1691. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF COMMON LAW WARRANTY**  
**(Based on New Hampshire Law)**

1692. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1693. To the extent Ford's repair commitment is deemed not to be a warranty under New Hampshire's Commercial Code, Plaintiffs plead in the alternative under common law contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1694. Ford breached this contractual obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1695. As a direct and proximate result of Ford's breach of contract, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V  
UNJUST ENRICHMENT  
(Based on New Hampshire Law)**

1696. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1697. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1698. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

1699. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be unconscionable for Ford to retain these wrongfully obtained profits.

1700. To the extent that no contract applies between the parties, Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on New Hampshire Law)**

1701. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1702. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1703. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

1704. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1705. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior

knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

1706. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

1707. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1708. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

1709. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

1710. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages

include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1711. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

1712. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

1713. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1714. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**NEW JERSEY**  
**COUNT I**

**VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT  
(N.J. Stat. Ann. § 56:8-1, *et seq.*)**

1715. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1716. The New Jersey Consumer Fraud Act (“CFA”) makes unlawful “[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...” N.J. STAT. ANN. § 56:8-2.

1717. Ford is a person within the meaning of the CFA. N.J. STAT. ANN. § 56:8-1(d).

1718. In the course of Ford’s business, it knowingly failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles.

1719. This was an unlawful practice in that Ford represented that Vehicles have characteristics, uses, benefits, and qualities which they do not have; represented that Vehicles are of a particular standard and quality when they are not; and advertised Vehicles with the intent not to sell them as advertised. Ford knew or should have known that its conduct violated the CFA.

1720. Ford engaged in an unlawful practice under the CFA when it failed to disclose material information concerning the Ford vehicles which was known to Ford at the time of the sale. Ford deliberately withheld the information about the Transmission Defects in order to ensure that consumers would purchase its vehicles and to induce the consumer to enter into a transaction.

1721. Ford's unlawful practices cause substantial injury to consumers.

1722. The propensity of the Vehicles to manifest the Transmission Defects was material to Plaintiffs. Had Plaintiffs known that their Fords had these serious safety defects, they would not have purchased or leased their Fords.

1723. Plaintiffs suffered ascertainable loss of money or property caused by Ford's unlawful practices. Plaintiffs overpaid for their vehicles and did not receive the benefit of their bargain. The value of their Fords has diminished now that the safety issues have come to light, and Plaintiffs own vehicles that are not safe.

1724. Plaintiffs are entitled to recover legal and/or equitable relief, treble damages, and reasonable attorneys' fees pursuant to N.J. STAT. ANN. § 56:8-19.

1725. Pursuant to N.J. STAT. ANN. § 56:8-20, Plaintiffs will mail a copy of the complaint to New Jersey's Attorney General within ten (10) days of filing it with the Court.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(N.J. Stat. Ann. § 12A:2-313)**

1726. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1727. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1728. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1729. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1730. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1731. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.



1732. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1733. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1734. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1735. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

1736. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to their failure to provide such limited

remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1737. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set for in N.J. STAT. ANN. § 12A:2-608, for revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

1738. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(N.J. Stat. Ann. § 12A:2-314)**

1739. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1740. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1741. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

1742. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1743. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV  
BREACH OF CONTRACT  
(Based On New Jersey Law)**

1744. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1745. To the extent Ford's repair commitment is deemed not to be a warranty under New Jersey's Commercial Code, Plaintiffs plead in the alternative under common law contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1746. Ford breached this contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1747. As a direct and proximate result of Ford's breach of contract, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V  
IN THE ALTERNATIVE, UNJUST ENRICHMENT  
(Based on New Jersey Law)**

1748. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1749. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1750. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their vehicles and the concealment of the defect, Ford charged a higher price for its vehicles than the vehicles' true value. Ford accordingly received a benefit from Plaintiffs to Plaintiffs' detriment.

1751. Ford appreciated, accepted and retained the benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1752. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on New Jersey Law)**

1753. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1754. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1755. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

1756. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1757. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

1758. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

1759. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1760. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

1761. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

1762. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits.

Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1763. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

1764. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

1765. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1766. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**NEW MEXICO**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(N.M. Stat. Ann. § 55-2-313)**

1767. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1768. Ford is and was at all relevant times a merchant with respect to motor vehicles under N.M. STAT. ANN. § 55-2-104.

1769. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1770. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1771. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1772. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1773. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties



expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1774. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1775. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1776. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

1777. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable

time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1778. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in N.M. STAT. ANN. § 55-2-711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under N.M. STAT. ANN. §§ 55-2-711 and 55-2-608.

1779. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(N.M. Stat. Ann. § 55-2-314)**

1780. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1781. Ford is and was at all relevant times a merchant with respect to motor vehicles under N.M. STAT. ANN. § 55-2-104.

1782. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to N.M. STAT. ANN. § 55-2-314.

1783. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are

used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1784. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on New Mexico Laws)**

1785. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1786. To the extent Ford's repair commitment is deemed not to be a warranty under the Uniform Commercial Code as adopted in New Mexico, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1787. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1788. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

1789. Ford's breaches were malicious, fraudulent, oppressive, or committed recklessly with wanton disregard for the rights of Plaintiffs. Accordingly, as Ford has acted with the requisite culpable state of mind, Plaintiffs seek exemplary damages against Ford in an amount to be determined at trial.

**COUNT IV**  
**FRAUD BY CONCEALMENT**  
**(Based on New Mexico Law)**

1790. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1791. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1792. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1793. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or

reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1794. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1795. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1796. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1797. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits.

Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1798. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1799. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Based on New Mexico Law)**

1800. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1801. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1802. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. Ford knowingly benefited at the expense of Plaintiffs. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1803. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES**  
**ACT**  
**(N.M. Stat. Ann. §§ 57-12-1, *et seq.*)**

1804. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1805. Ford's above-described acts and omissions constitute unfair or deceptive acts or practices under the New Mexico Unfair Trade Practices Act, N.M. Stat. Ann. §§ 57-12-1, *et seq.* ("New Mexico UTPA").

1806. By failing to disclose and actively concealing the dangerous defective transmissions, Ford engaged in deceptive business practices prohibited by the New Mexico UTPA, including (1) representing that Vehicles have characteristics and benefits, which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3) using exaggeration as to a material fact and by doing so deceiving or tending to deceive, (4) failing to state a material fact and by doing so deceiving or tending to deceive, and (5) representing

that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not.

1807. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

1808. Ford took advantage of the lack of knowledge, ability, experience, and capacity of Plaintiffs to a grossly unfair degree. Ford's actions resulted in a gross disparity between the value received and the price paid by Plaintiffs. Ford's actions constitute unconscionable actions under § 57-12-2(E) of the New Mexico UTPA.

1809. Plaintiffs sustained damages as a result of Ford's unlawful acts and are, therefore, entitled to damages and other relief provided for under § 57-12-10 of the New Mexico UTPA. Because Ford's conduct was committed willfully, Plaintiffs seek treble damages.

1810. Plaintiffs also seek court costs and attorneys' fees under § 57-12-10(C) of the New Mexico UTPA.

**COUNT VII**  
**VIOLATIONS OF THE NEW MEXICO**  
**MOTOR VEHICLE DEALERS FRANCHISING ACT**  
**(N.M. Stat. Ann. §§ 57-16-1, *et seq.*)**

1811. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.



1812. As alleged above, Ford used false, misleading, and deceptive advertising in connection with their business in violation of the New Mexico Motor Vehicle Dealers Franchising Act, N.M. STAT. ANN. §§ 57-16-1, *et seq.* (“New Mexico MVDFA”).

1813. Plaintiffs sustained damages as a result of Ford’s unlawful acts and are, therefore, entitled to damages and other relief provided for under § 57-16-13 of the New Mexico MVDFA. Because Ford’s conduct was committed maliciously, Plaintiffs seek treble damages.

1814. Plaintiffs also seek court costs and attorneys’ fees under § 57-16-13 of the New Mexico MVDFA.

**NEW YORK**  
**COUNT I**  
**DECEPTIVE ACTS OR PRACTICES**  
**(N.Y. Gen. Bus. Law § 349)**

1815. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1816. This Count is asserted by Plaintiffs who (a) suffered a Transmission Defects event or (b) sold their vehicle at a loss.

1817. New York General Business Law (“G.B.L.”) § 349 makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce.”

1818. In the course of Ford’s business, it willfully failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles.

Accordingly, Ford made untrue, deceptive or misleading representations of material facts to and omitted and/or concealed material facts.

1819. Ford engaged in a deceptive acts or practices when it failed to disclose material information concerning the subject Fusion which was known to Ford at the time of the sale. Ford deliberately withheld the information about the Transmission Defects, and the vehicle's quality, reliability and safety issues in order to ensure that consumers would purchase its vehicles and to induce the consumer to enter into a transaction.

1820. The propensity of the Vehicles to experience the Transmission Defects and the related issues regarding quality, reliability and safety were material to Plaintiffs. Had Plaintiffs known that their Vehicles had these serious safety, quality and reliability issues, they would not have purchased or leased them.

1821. Because Ford's deception takes place in the context of automobile safety, that deception affects the public interest.

1822. Ford's unlawful conduct constitutes unfair acts or practices that have the capacity to and that do deceive consumers and have a broad impact on consumers at large.

1823. Plaintiffs suffered injury caused by Ford's failure to disclose material information. Plaintiffs overpaid for their vehicles and did not receive the benefit of

their bargain. The value of their Ford's has diminished now that the safety issues have come to light, and Plaintiffs own vehicles that are not safe.

1824. Pursuant to G.B.L. § 349, Plaintiffs are entitled to recover the greater of actual damages or \$50. Because Ford acted willfully or knowingly, Plaintiffs are entitled to recover three times actual damages, up to \$1,000.

**COUNT II**  
**FALSE ADVERTISING**  
**(N.Y. Gen. Bus. Law § 350)**

1825. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1826. This Count is asserted by Plaintiffs who (a) suffered a Transmission Defect event or (b) sold their Vehicle at a loss.

1827. New York G.B.L. § 350 makes unlawful “[f]alse advertising in the conduct of any business, trade or commerce....” False advertising includes “advertising, including labeling, of a commodity ... if such advertising is misleading in a material respect,” taking into account “the extent to which the advertising fails to reveal facts material in the light of ... representations [made] with respect to the commodity....” N.Y. G.B.L. § 350-a.

1828. Ford caused to be made or disseminated through New York, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care

should have been known, to Ford to be untrue and misleading to consumers and Plaintiffs.

1829. Ford has violated § 350 because the misrepresentations and omissions regarding the safety, quality and reliability of their vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

1830. Plaintiffs have suffered an injury, including the loss of money or property, as a result of Ford's false advertising. In purchasing or leasing their vehicles, Plaintiffs relied on the misrepresentations and/or omissions of Ford with respect to the safety, quality and reliability of the vehicles. Ford's representations turned out not to be true because the vehicles can unexpectedly and dangerously exhibit the Transmission Defects. Had Plaintiffs known this, they would not have purchased or leased their Vehicles and/or paid as much for them.

1831. Accordingly, Plaintiffs overpaid for their Vehicles and did not receive the benefit of the bargain for their Vehicles, which have also suffered a diminution in value.

1832. Plaintiffs request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing their unfair, unlawful, and/or deceptive practices. Plaintiffs are also entitled to recover their actual damages or \$500, whichever is greater. Because Ford acted willfully or knowingly, Plaintiffs are entitled to recover three times actual damages, up to \$10,000.

**COUNT III**  
**BREACH OF EXPRESS WARRANTY**  
**(N.Y. U.C.C. § 2-313)**

1833. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1834. This Count is asserted by Plaintiffs who (a) experienced the Transmission Defect, or (b) sold at a loss, and (c) presented their Vehicle to a dealer for repair.

1835. Ford is and was at all relevant times a merchant with respect to motor vehicles under N.Y. U.C.C. § 2-313.

1836. The vehicles sold by Ford are “things of danger,” in that they are of such a character that when used for the purpose for which they are made they are likely to be a source of danger to several or many people if not properly designed and fashioned.

1837. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by warranty.

1838. Ford breached the express warranty to repair and correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles’ materials and workmanship defects.

1839. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1840. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1841. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1842. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1843. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1844. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

1845. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1846. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT IV**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(N.Y. U.C.C. § 2-314)**

1847. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1848. This Count is asserted on behalf of Plaintiffs who (a) suffered the Transmission Defects or (b) sold their vehicle at a loss, and (c) who presented their vehicle for repair.

1849. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1850. The vehicles sold by Ford are “things of danger,” in that they are of such a character that when used for the purpose for which they are made they are likely to be a source of danger to several or many people if not properly designed and fashioned.

1851. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

1852. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1853. As a direct and proximate result of Ford’s breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(BASED ON NEW YORK LAW)**



1854. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1855. This Count is asserted on behalf of Plaintiffs who (a) suffered the Transmission Defects or (b) sold their Vehicle at a loss, and (c) who presented their Vehicle for repair.

1856. To the extent Ford's repair commitment is deemed not to be a warranty under New York's Uniform Commercial Code, Plaintiffs plead in the alternative under common law contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1857. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1858. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on New York Law)**

1859. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1860. This Count is brought by Plaintiffs who experienced the Transmission Defects and/or who sold at a loss.

1861. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1862. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety, quality and reliability of the Vehicles. Whether or not a vehicle has been designed and manufactured according to safety and company standard is material to a reasonable consumer. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1863. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase Fords at a higher price for the vehicles, which did not match the vehicles' true value.

1864. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1865. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1866. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1867. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an

amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1868. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**NORTH CAROLINA**  
**COUNT I**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(N.C. Gen. Stat. § 25-2-314)**

1869. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1870. Ford is and was at all relevant times a merchant with respect to motor vehicles under N.C. GEN. STAT. § 25-2-314.

1871. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to N.C. GEN. STAT. § 25-2-314.

1872. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1873. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT II**  
**FRAUD BY CONCEALMENT**  
**(Based on North Carolina Law)**

1874. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1875. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of their vehicles, which they were legally obligated to disclose.

1876. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1877. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge

of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1878. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1879. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1880. Plaintiffs were unaware of these omitted material facts and would not have acted as it did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or to Plaintiffs.

1881. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1882. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1883. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT III**  
**UNJUST ENRICHMENT**  
**(Based on North Carolina Law)**

1884. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1885. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

1886. Ford knowingly enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower

values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

1887. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on North Carolina Law)**

1888. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1889. To the extent Ford's repair commitment is deemed not to be a warranty under North Carolina's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1890. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1891. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at



trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**NORTH DAKOTA  
COUNT I  
BREACH OF EXPRESS WARRANTY  
(N.D. Cent. Code. § 41-02-30)**

1892. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1893. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1894. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

1895. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

1896. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

1897. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials,

and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

1898. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

1899. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

1900. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

1901. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

1902. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential

damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

1903. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in N.D. CENT. CODE § 41-02-71 (2-608), for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

1904. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(N.D. Cent. Code § 41-02-31)**

1905. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1906. Ford is and was at all relevant times a merchant with respect to motor vehicles.

1907. A warranty that the Vehicles were merchantable is implied by law in the instant transactions.

1908. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used.

Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

1909. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**UNJUST ENRICHMENT**  
**(Based on North Dakota Law)**

1910. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1911. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

1912. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford was enriched.

1913. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Plaintiffs were impoverished.

1914. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford obtained monies which rightfully belong to Plaintiffs.

1915. No justification exists for Ford's enrichment at the expense of Plaintiffs' impoverishment.

1916. There is an absence of an equal or better remedy at law for Ford's actions.

**COUNT IV**  
**VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT**  
**(N.D. Cent. Code § 51-15-02)**

1917. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1918. The conduct of Ford as set forth herein constitutes deceptive acts or practices, fraud, and misrepresentation, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions which Ford failed to adequately investigate, disclose, and remedy, and Ford's misrepresentations and omissions regarding the safety and reliability of its vehicles.

1919. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

1920. Ford's conduct proximately caused the injuries to Plaintiffs.

1921. Further, Ford knowingly committed the conduct described above, and thus, under N.D. CENT. CODE § 51-15-09, Ford is liable to Plaintiffs for treble damages in amounts to be proven at trial, as well as attorneys' fees, costs, and disbursements.

**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on North Dakota Law)**

1922. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1923. To the extent Ford's repair commitment is deemed not to be a warranty under North Dakota's Century Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

1924. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

1925. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on North Dakota Law)**

1926. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1927. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

1928. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

1929. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

1930. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

1931. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

1932. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

1933. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

1934. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an



amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

1935. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**OHIO**  
**COUNT I**  
**VIOLATION OF OHIO CONSUMER SALES PRACTICES ACT**  
**(Ohio Rev. Code Ann. § 1345.01, *et seq.*)**

1936. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1937. The Ohio Consumer Protection Act, OHIO REV. CODE § 1345.02, prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Specifically, the Act prohibits suppliers from representing that goods have characteristics or uses or benefits which they do not have. The Act also prohibits suppliers from representing that their goods are of a particular quality or grade they are not.

1938. Ford is a "supplier" as that term is defined in the Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(C).

1939. Plaintiffs are “consumers” as that term is defined in the Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(D).

1940. The conduct of Ford alleged above constitutes unfair and/or deceptive consumer sales practices in violation of OHIO REV. CODE § 1345.02 because Ford represented through advertising and other marketing communications that the vehicles were new and free from defects and could be driven safely in normal operation. Instead, the vehicles were not of the standard, quality or grade of new vehicles.

1941. Ford’s conduct caused Plaintiffs’ damages as alleged.

1942. Plaintiff specifically does not allege herein a claim for violation of OHIO REV. CODE § 1345.72.

1943. As a result of the foregoing wrongful conduct of Ford, Plaintiffs have been damaged in an amount to be proven at trial, including, but not limited to, actual and statutory damages, treble damages, court costs and reasonable attorneys’ fees, pursuant to OHIO REV. CODE § 1345.09, *et seq.*

**COUNT II**  
**VIOLATION OF OHIO DECEPTIVE TRADE PRACTICES ACT**  
**(Ohio Rev. Code Ann. § 4165.01, *et seq.*)**

1944. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1945. OHIO REV. CODE § 4165.02(A) provides that a “person engages in a deceptive trade practice when, in the course of the person’s business, vocation, or occupation,” the person does any of the following: “(2) Causes likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (7) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; ... (9) Represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; ... [and] (11) Advertises goods or services with intent not to sell them as advertised.”

1946. Ford is a “person” within the meaning of OHIO REV. CODE § 4165.01(D).

1947. The vehicles sold to Plaintiffs were not of the particular sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities represented by Ford.

1948. The vehicles sold to Plaintiffs were not of the particular standard, quality, and/or grade represented by Ford.

1949. Ford made false or misleading statements of fact concerning the vehicles Plaintiffs purchased or leased – *i.e.*, that such vehicles were suitable for

ordinary use – when Ford, in fact, knew that they were defective and not suitable for ordinary use.

1950. These statements materially influenced Plaintiffs’ decision to purchase or lease the Vehicles, in that Ford’s statements caused Plaintiffs to purchase or lease vehicles that they otherwise would not have had they known of the dangerous defect.

1951. Ford’s deceptive trade practices caused Plaintiffs’ damages as alleged.

1952. Ford’s conduct was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiffs.

1953. As a result of the foregoing wrongful conduct of Ford, Plaintiffs have been damaged in an amount to be proven at trial, including, but not limited to, actual and punitive damages, equitable relief and reasonable attorneys’ fees.

**COUNT III**  
**BREACH OF EXPRESS WARRANTY**  
**(OHIO REV. CODE ANN. § 1302.26, *ET SEQ.* (U.C.C. § 2-313))**

1954. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1955. Ford expressly warranted – through statements and advertisements described above – that the vehicles were of high quality, and, at a minimum, would actually work properly and safely.

1956. Ford breached this warranty by knowingly selling to Plaintiffs vehicles with dangerous defects, and which were not of high quality.

1957. Plaintiffs have been damaged as a direct and proximate result of the breaches by Ford in that the Vehicles purchased or leased by Plaintiffs were and are worth far less than what Plaintiffs paid to purchase, which was reasonably foreseeable to Ford.

**COUNT IV  
OHIO BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY  
STRICT LIABILITY  
(OHIO REV. CODE ANN. § 1302.27 (U.C.C. § 2-314))**

1958. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1959. Ford impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

1960. As described above, there were dangerous defects in the vehicles manufactured, distributed, and/or sold by Ford, which Plaintiffs purchased or leased, including, but not limited to the Transmission Defects.

1961. These dangerous defects existed at the time the vehicles left Ford's manufacturing facilities and at the time they were sold to Plaintiffs.

1962. These dangerous defects were the direct and proximate cause of damages to Plaintiffs.

**COUNT V**  
**OHIO NEGLIGENT DESIGN, ENGINEERING & MANUFACTURE**  
**(BASED ON OHIO LAW)**

1963. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1964. Ford is a manufacturer and supplier of automobiles.

1965. Ford owed Plaintiffs a non-delegable duty to exercise ordinary and reasonable care to properly design, engineer, and manufacture the vehicles against foreseeable hazards and malfunctions including Transmission Defects.

1966. Ford owed Plaintiffs a non-delegable duty to exercise ordinary and reasonable care in designing, engineering and manufacturing the vehicles so that they would function normally.

1967. Ford also owed – and owe – a continuing duty to notify Plaintiffs of the problem at issue and to repair the dangerous defects.

1968. Ford breached these duties of reasonable care by designing, engineering and manufacturing vehicles that contained the defective transmissions and breached their continuing duty to notify Plaintiffs of these defects.

1969. The foreseeable hazards and malfunctions include, but are not limited to, the sudden and unanticipated manifestations of the Transmission Defects.

1970. Plaintiffs did not and could not know of the intricacies of these defects and their latent and dangerous manifestations, or the likelihood of harm therefrom arising in the normal use of their vehicles.

1971. At all relevant times, there existed alternative designs and engineering which were both technically and economically feasible. Further, any alleged benefits associated with the defective designs are vastly outweighed by the real risks associated with sudden manifestation of the Transmission Defects.

1972. The vehicles were defective as herein alleged at the time they left Ford's factories, and the vehicles reached Plaintiffs without substantial change in the condition in which they were sold.

1973. As a direct and proximate result of Ford's breaches, Plaintiffs have suffered damages.

1974. Accordingly, Plaintiffs are entitled to recover appropriate damages including, but not limited to, diminution of value, return of lease payments and penalties, and injunctive relief related to future lease payments or penalties.

**COUNT VI**  
**FRAUD & FRAUDULENT CONCEALMENT**  
**(BASED ON OHIO LAW)**

1975. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1976. Ford intentionally concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiffs information that is highly relevant to their purchasing decision.

1977. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car, that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage.

1978. The vehicles purchased or leased by Plaintiffs were, in fact, defective, unsafe and unreliable, because the vehicles exhibited the Transmission Defects.

1979. Ford had a duty to disclose this material safety information.

1980. The aforementioned concealment was material because if it had been disclosed Plaintiffs would not have bought or leased the vehicles.

1981. Plaintiffs relied on Ford's reputation – along with Ford's failure to disclose the transmission problems and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Ford's vehicles.

1982. As a result of their reliance, Plaintiffs have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain



and overpayment at the time of purchase and/or the diminished value of their vehicles.

1983. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs are therefore entitled to an award of punitive damages.

1984. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VII  
UNJUST ENRICHMENT  
(BASED ON OHIO LAW)**

1985. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1986. Plaintiffs paid Ford the value of vehicles that are non-defective, and in exchange, Ford provided Plaintiffs vehicles that are, in fact, defective.

1987. Further, Plaintiffs paid Ford the value for vehicles that would not be compromised by substantial, invasive repairs, and in return received vehicles that require such repairs.

1988. Further, Plaintiffs paid Ford for vehicles they could operate, and in exchange, Ford provided Plaintiffs vehicles that could not be normally operated because their defects posed the possibility of life-threatening injuries or death.

1989. As such, Plaintiffs conferred a windfall upon Ford, which knows of the windfall and has retained such benefits, which would be unjust for Ford to retain.

1990. As a direct and proximate result of Ford's unjust enrichment, Plaintiffs have suffered and continue to suffer various damages and are entitled to remedies, including, but not limited to, restitution of all amounts by which Ford was enriched through its misconduct.

**OKLAHOMA**  
**COUNT I**  
**VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT**  
**(Okla. Stat. tit. 15 § 751, *et seq.*)**

1991. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

1992. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

1993. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

1994. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

1995. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

1996. Ford's conduct proximately caused the injuries to Plaintiffs.

1997. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

1998. Pursuant to OKLA. STAT. tit. 15 § 751, Plaintiffs will serve the Oklahoma Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT II**  
**VIOLATION OF OKLAHOMA DECEPTIVE TRADE PRACTICES ACT**  
**(78 Okla. Stat. Ann. § 51, *et seq.*)**

1999. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2000. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate,

disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

2001. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

2002. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

2003. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

2004. Ford's conduct proximately caused the injuries to Plaintiffs.

2005. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

2006. Pursuant to OKLA. STAT. tit. 78 § 51, Plaintiffs will serve the Oklahoma Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT III**  
**BREACH OF EXPRESS WARRANTY**  
**(12A Okla. Stat. Ann. § 2-313)**

2007. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2008. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2009. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2010. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2011. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

2012. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2013. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties

expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2014. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2015. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2016. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

2017. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2018. Finally, due to Ford's breach of warranties as set forth herein,

2019. Plaintiffs assert as an additional and/or alternative remedy, as set forth in 12A OKLA. STAT. ANN. § 2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

2020. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT IV**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(12A Okla. Stat. Ann. § 2-314)**

2021. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2022. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2023. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions, pursuant to 12A OKLA. STAT. ANN. § 2-314.

2024. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2025. Plaintiffs have had sufficient dealings with either Ford or their agents (dealerships) to establish privity of contract between Plaintiffs. Notwithstanding

this, privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only. Finally, privity is also not required because Plaintiffs' Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

2026. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Oklahoma Law)**

2027. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2028. To the extent Ford's repair commitment is deemed not to be a warranty under Oklahoma's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.



2029. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2030. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on Oklahoma Law)**

2031. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2032. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2033. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2034. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

2035. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

2036. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2037. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

2038. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising

from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2039. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2040. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VII**  
**UNJUST ENRICHMENT**  
**(Based on Oklahoma Law)**

2041. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2042. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

2043. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

2044. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2045. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**OREGON**  
**COUNT I**  
**VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT**  
**(Or. Rev. Stat. §§ 646.605, *et seq.*)**

2046. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2047. The Oregon Unfair Trade Practices Act ("OUTPA") prohibits a person from, in the course of the person's business, doing any of the following: "(e) Represent[ing] that ... goods ... have ... characteristics ... uses, benefits, ... or qualities that they do not have; (g) Represent[ing] that ... goods ... are of a particular standard [or] quality ... if they are of another; and (i) Advertis[ing] ... goods or

services with intent not to provide them as advertised.” OR. REV. STAT. § 646.608(1).

2048. Ford is a person within the meaning of OR. REV. STAT. § 646.605(4).

2049. The Vehicles at issue are “goods” obtained primarily for personal family or household purposes within the meaning of OR. REV. STAT. § 646.605(6).

2050. In the course of Ford’s business, it willfully failed to disclose and actively concealed the dangerous risk of transmission failure in the subject Vehicles. Accordingly, Ford engaged in unlawful trade practices, including representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Vehicles are of a particular standard and quality when they are not; and advertising Vehicles with the intent not to sell them as advertised. Ford knew or should have known that its conduct violated the OUTPA.

2051. As a result of these unlawful trade practices, Plaintiffs have suffered ascertainable loss.

2052. Ford engaged in a deceptive trade practice when it failed to disclose material information concerning the Ford vehicles which was known to Ford at the time of the sale. Ford deliberately withheld the information about the Transmission Defects in order to ensure that consumers would purchase its vehicles and to induce the consumer to enter into a transaction.

2053. The propensity of the Vehicles to manifest the Transmission Defects was material to Plaintiffs. Had Plaintiffs known that their Fords had these serious safety defects, they would not have purchased or leased their Fords.

2054. Plaintiffs suffered ascertainable loss caused by Ford's failure to disclose material information. Plaintiffs overpaid for their vehicles and did not receive the benefit of their bargain. The value of their Ford's has diminished now that the safety issues have come to light, and Plaintiffs own vehicles that are not safe.

2055. Plaintiffs are entitled to recover the greater of actual damages or \$200 pursuant to OR. REV. STAT. § 646.638(1). Plaintiffs are also entitled to punitive damages because Ford engaged in conduct amounting to a particularly aggravated, deliberate disregard of the rights of others.

2056. Pursuant to OR. REV. STAT. § 646.638(2), Plaintiffs will mail a copy of the complaint to Oregon's attorney general.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Or. Rev. Stat. § 72.3140)**

2057. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2058. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2059. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

2060. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2061. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**FRAUD BY CONCEALMENT**  
**(Based on Oregon Law)**

2062. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2063. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2064. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those

facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2065. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

2066. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

2067. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2068. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

2069. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages



include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2070. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2071. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**UNJUST ENRICHMENT**  
**(Based on Oregon Law)**

2072. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2073. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

2074. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

2075. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2076. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**PENNSYLVANIA**  
**COUNT I**  
**VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**  
**AND CONSUMER PROTECTION LAW**  
**(73 P.S. § 201-1, *et seq.*)**

2077. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2078. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford's manufacture and sale of

vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

2079. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

2080. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

2081. Plaintiffs suffered ascertainable loss as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

2082. Ford's conduct proximately caused the injuries to Plaintiffs.

2083. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(13 Pa. Cons. Stat. Ann. § 2313)**

2084. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2085. Ford is and was at all relevant times a seller with respect to motor vehicles.

2086. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2087. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2088. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

2089. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., of the MCC. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2090. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties

expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2091. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2092. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2093. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

2094. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2095. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in 13 PA. CONS. STAT. § 2608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

2096. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(13 Pa. Cons. Stat. Ann. § 2314)**

2097. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2098. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2099. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

2100. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2101. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**UNJUST ENRICHMENT**  
**(Based on Pennsylvania Law)**

2102. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2103. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

2104. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

2105. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2106. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Pennsylvania Law)**

2107. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2108. To the extent Ford's repair commitment is deemed not to be a warranty under Pennsylvania's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2109. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2110. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on Pennsylvania Law)**

2111. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2112. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.



2113. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

2114. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2115. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

2116. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

2117. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2118. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

2119. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

2120. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2121. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

2122. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

2123. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2124. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**RHODE ISLAND**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(Based on Rhode Island Law)**

2125. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2126. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).

2127. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in UCC Sections 2-313 and/or 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

2128. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

2129. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

2130. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

2131. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

2132. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicles.

2133. Ford has breached its express warranties by failing to adequately repair the Vehicles and/or to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

2134. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to UCC Section 2-719(2) and/or the above remedy is not the exclusive remedy under UCC Section 2-719(1)(b).

2135. The Vehicles continue to contain defects which substantially impair the use and value of the Vehicles to Plaintiffs.

2136. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to their acceptance of the Vehicles.

2137. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and, further, by Ford's failure to disclose the aforesaid Transmission Defects and/or Ford's active concealment of same.

2138. As a result of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and the Plaintiffs cannot reasonably rely upon the Vehicles for the ordinary purpose of safe, reliable, and efficient transportation.

2139. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

2140. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

2141. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Based on Rhode Island Law)**

2142. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2143. Defendant is a merchant with respect to motor vehicles under the Uniform Commercial Code Section 2-104(1).

2144. The Vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and/or Section 2A-212.

2145. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

2146. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

2147. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

2148. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

2149. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

2150. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs

harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Rhode Island Law)**

2151. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2152. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

2153. In particular, Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was aware and knew that the 6F35 Transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

2154. Ford knew or should have known that the 6F35 Transmission had the Transmission Defect, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

2155. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers such as Plaintiffs, including



but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

2156. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

2157. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, Plaintiffs would not have purchased or leased their Vehicles.

2158. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

2159. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles,

though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;

- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

2160. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

2161. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles

and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

2162. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

2163. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

2164. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

2165. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively misrepresented and continues to misrepresent the above-described symptoms as being "normal," when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

2166. Plaintiffs, reasonably relying on Ford's representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

2167. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

2168. Ford's representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles' defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were "normal," or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby eliminate or restrict their ability to substantiate their claims which require

documentary evidence of multiple repairs or repair attempts by: (a) charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely; (b) refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and (c) failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

2169. As a direct and proximate result of Ford’s fraud and concealment, Plaintiffs seek their compensatory and punitive damages in whatever amount above \$75,000.00 Plaintiffs are found to be entitled, together with interest, costs, and attorney fees, plus such other and further relief as this Court deems appropriate.

2170. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**VIOLATION OF RHODE ISLAND DECEPTIVE TRADE PRACTICES**  
**ACT**  
**(R.I. Gen. Laws § 6-13.1-1, *et seq.*)**

2171. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2172. The Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, et seq. (“DTPA”), prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce.

2173. Ford is a “person” as defined by the DTPA § 6-13.1-1(3).

2174. The sale and lease of the Vehicles, as well as the repair attempts by the authorized Ford dealerships and repair facilities, constitutes “trade” and “commerce” within the meaning of the DTPA § 6-13.1-1(5).

2175. The conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including, inter alia, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

2176. Ford engaged in the following violative acts or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;

- c. Advertising the vehicles and in particular the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing, and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;
- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;

- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction;
- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

2177. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the "upgraded" 6F35 transmission.

2178. The above-described conduct violated the DTPA.

2179. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

2180. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the Act, and are entitled to recover their actual damages, statutory damages, and punitive damages.



2181. As a proximate result of Ford's violations Plaintiffs have suffered ascertainable losses within the meaning of DTPA, and seek actual and/or statutory damages, interest, costs, reasonable attorney fees and punitive damages pursuant to DTPA.

2182. Plaintiffs seek their actual damages, statutory damages, punitive damages, interest, costs, and reasonable attorney fees as provided by statute.

**SOUTH CAROLINA**  
**COUNT I**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(S.C. Code § 36-2-314)**

2183. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2184. Ford is and was at all relevant times a merchant with respect to motor vehicles under S.C. CODE § 36-2-314 .

2185. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to S.C. CODE § 36-2-314.

2186. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2187. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT II**  
**UNJUST ENRICHMENT**  
**(Based on South Carolina Law)**

2188. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2189. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

2190. Ford knowingly enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2191. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT III**  
**VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE**  
**PRACTICES ACT**  
**(S.C. Code Ann. § 39-5-10, *et seq.*)**

2192. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2193. Ford is a "person" under S.C. CODE ANN. § 39-5-10.

2194. Ford participated in unfair or deceptive acts or practices that violated the South Carolina Unfair Trade Practices Act (the “Act”), S.C. CODE ANN. § 39-5-10, *et seq.*, as described above and below. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships’ violations because Ford dealerships act as Ford’s agents in the United States for purposes of sales and marketing.

2195. By failing to disclose and actively concealing the dangerous defective transmissions, Ford engaged in unfair or deceptive practices prohibited by the Act, S.C. CODE ANN. § 39-5-10, *et seq.*, including (1) representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving Vehicles has been supplied in accordance with a previous representation when it has not.

2196. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford’s unlawful advertising and representations as a whole.

2197. Ford knew that the Fusion transmissions were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

2198. Ford owed Plaintiffs a duty to disclose the defective nature of Vehicles, including the dangerous risk of transmission failure, the Transmission Defects, and the lack of adequate fail-safe mechanisms, because Ford:

- a. Possessed exclusive knowledge of the Transmission Defects rendering Vehicles inherently more dangerous and unreliable than similar vehicles;
- b. Intentionally concealed the hazardous situation with Vehicles through their deceptive marketing campaign and recall program that they designed to hide the dangerous transmission problems from Plaintiffs; and/or
- c. Made incomplete representations about the safety and reliability of the Vehicles generally, and their transmissions in particular, while purposefully withholding material facts from Plaintiffs that contradicted these representations.

2199. Vehicles equipped with defective transmissions pose an unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other motorists,

pedestrians, and the public at large, because they are susceptible to manifestations of the Transmission Defects.

2200. Ford's unfair or deceptive trade practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

2201. As a result of its violations of the Act detailed above, Ford caused actual damage to Plaintiffs and, if not stopped, will continue to harm Plaintiffs. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe. The Transmission Defects and the attendant safety risks have impaired the value of the Vehicles.

2202. Plaintiffs risk irreparable injury as a result of Ford's acts and omissions in violation of the Act, and these violations present a continuing risk to Plaintiffs as well as to the general public.

2203. Pursuant to S.C. CODE ANN. § 39-5-140, Plaintiffs seek monetary relief against Ford to recover for their sustained losses.

2204. Plaintiffs further allege that Ford's malicious and deliberate conduct warrants an assessment of punitive damages because Ford carried out despicable conduct with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs to cruel and unjust hardship as a result. Ford's intentionally and willfully misrepresented the safety and reliability of Vehicles, deceived Plaintiffs on

life-or-death matters, and concealed material facts that only they knew, all to avoid the expense and public relations nightmare of correcting a deadly flaw in the Vehicles they repeatedly promised Plaintiffs were safe. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

2205. The recalls and repairs instituted by Ford have not been adequate. Ford Vehicles still are defective and dangerous.

2206. Plaintiffs further seek an order enjoining Ford's unfair or deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's fees, and any other just and proper relief available under the Act.

**COUNT IV**  
**VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF**  
**MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT**  
**(S.C. Code Ann. § 56-15-10, *et seq.*)**

2207. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2208. Ford is a "manufacturer" as set forth in S.C. CODE ANN. § 56-15-10, as they are engaged in the business of manufacturing or assembling new and unused motor vehicles.

2209. Ford participated in unfair or deceptive acts or practices that violated the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act ("Dealers Act"), S.C. CODE ANN. § 56-15-30. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships' violations because

Ford dealerships act as Ford's agents in the United States for purposes of sales and marketing.

2210. Ford has engaged in actions which were arbitrary, in bad faith, unconscionable, and which caused damage to Plaintiffs and to the public. Ford has directly participated in the wrongful conduct.

2211. Ford's bad faith and unconscionable actions include, but are not limited to: (1) representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving Vehicles has been supplied in accordance with a previous representation when it has not.

2212. Ford has resorted to and used false and misleading advertisement in connection with their business. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

2213. Plaintiffs are entitled to double the actual damages, the cost of the suit, attorney's fees pursuant to S.C. CODE ANN. § 56-15-110, and Plaintiffs also seek

injunctive relief under S.C. CODE ANN. § 56-15-110. Plaintiffs also seek treble damages because Ford has acted maliciously.

**COUNT V**  
**BREACH OF CONTRACT/Common Law Warranty**  
**(Based on South Carolina Law)**

2214. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2215. To the extent Ford's repair commitment is deemed not to be a warranty under South Carolina's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2216. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2217. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on South Carolina Law)**



2218. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2219. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2220. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

2221. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2222. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

2223. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

2224. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2225. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

2226. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

2227. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits.

Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2228. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

2229. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

2230. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2231. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**SOUTH DAKOTA**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(S.D. Codified Laws § 57A-2-313)**

2232. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2233. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2234. Under S.D. CODIFIED LAWS § 57A-2-318, Plaintiffs have the same standing as any direct purchaser of a vehicle from Ford.

2235. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2236. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2237. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

2238. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2239. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2240. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2241. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2242. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

2243. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable

time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2244. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in S.D. CODIFIED LAWS § 57A-2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

2245. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(S.D. Codified Laws § 57A-2-314)**

2246. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2247. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2248. A warranty that the Vehicles were merchantable is implied by law in the instant transactions.

2249. Under S.D. CODIFIED LAWS § 57A-2-318, Plaintiffs have the same standing as any direct purchaser of a vehicle from Ford.

2250. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used.

Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2251. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**UNJUST ENRICHMENT**  
**(Based on South Dakota Law)**

2252. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2253. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

2254. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford received such higher price as a benefit.

2255. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford knew that it had received such higher price as benefit.

2256. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same,

Ford was able to charge a higher price for their vehicles than the vehicles' true value, and the benefit it received as a result unjustly enriches Ford unless and until such benefit is reimbursed to Plaintiff.

2257. No justification exists for Ford to keep such benefit without reimbursing it to Plaintiffs.

**COUNT IV  
VIOLATION OF THE SOUTH DAKOTA  
DECEPTIVE TRADE PRACTICES ACT  
(S.D. Codified Laws § 37-24-6)**

2258. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2259. The conduct of Ford as set forth herein constitutes deceptive acts or practices, fraud, and misrepresentation, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions which Ford failed to adequately investigate, disclose, and remedy, and Ford's misrepresentations and omissions regarding the safety and reliability of its vehicles.

2260. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

2261. Ford's conduct proximately caused the injuries to Plaintiffs.

2262. Under S.D. CODIFIED LAWS § 37-24-31, Plaintiffs are entitled to a recovery of their actual damages suffered as a result of Ford's acts and practices.



**COUNT V**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on South Dakota Law)**

2263. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2264. To the extent Ford's repair commitment is deemed not to be a warranty under South Dakota's Codified Laws, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2265. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2266. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VI**  
**FRAUD BY CONCEALMENT**  
**(Based on South Dakota Law)**

2267. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2268. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2269. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

2270. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2271. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

2272. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

2273. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2274. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

2275. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

2276. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits.

Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2277. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

2278. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

2279. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2280. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**TENNESSEE**  
**COUNT I**  
**VIOLATION OF TENNESSEE CONSUMER PROTECTION ACT**  
**(Tenn. Code Ann. § 47-18-101, *et seq.*)**

2281. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2282. Ford misrepresented the safety of the Vehicles after learning of their defects with the intent that Plaintiffs relied on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

2283. Plaintiffs did, in fact, rely on such representations in their decision regarding the purchase, lease and/or use of the Vehicles.

2284. Through these misleading and deceptive statements and false promises, Ford violated the Tennessee Consumer Protection Act.

2285. The Tennessee Consumer Protection Act applies to Ford's transactions with Plaintiffs because Ford's deceptive scheme was carried out in Tennessee and affected Plaintiffs.

2286. Ford also failed to advise the NHSTA and the public about what they knew about the Transmission Defects in the Vehicles.

2287. Plaintiffs relied on Ford's silence as to known defects in connection with their decision regarding the purchase, lease and/or use of the Vehicles.

2288. As a direct and proximate result of Ford's deceptive conduct and violation of the Tennessee Consumer Protection Act, Plaintiffs have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**COUNT II**  
**FRAUDULENT MISREPRESENTATION &**  
**FRAUDULENT CONCEALMENT**  
**(Based on Tennessee Law)**

2289. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2290. As described above, Ford made material omissions and affirmative misrepresentations regarding the Vehicles.

2291. Ford knew these representations were false when made.

2292. The vehicles purchased or leased by Plaintiffs were, in fact, defective, unsafe and unreliable, because the vehicles were subject to sudden manifestations of the Transmission Defects.

2293. Ford had a duty to disclose that these vehicles were defective, unsafe and unreliable because Plaintiffs relied on Ford's representations that the Vehicles they were purchasing were safe and free from defects.

2294. The aforementioned concealment was material because if it had been disclosed Plaintiffs would not have bought or leased the vehicles.

2295. Plaintiffs relied on Ford's reputation – along with Ford's failure to disclose the defective transmissions and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements – in purchasing or leasing Ford's vehicles.

2296. As a result of their reliance, Plaintiffs have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

2297. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs. Plaintiffs are therefore entitled to an award of punitive damages.

2298. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT III**  
**BREACH OF EXPRESS WARRANTY**  
**(Tenn. Code Ann. § 47-2-313)**

2299. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2300. Ford is and at all relevant times was a "seller" as defined by TENN. CODE ANN. § 47-2-103.

2301. Ford expressly affirmed – through uniform statements, marketing materials, and advertisements described above – that the vehicles were of high

quality, and, at a minimum, would actually work properly and safely. These affirmations became part of the basis of the bargain.

2302. Ford breached this warranty by knowingly selling to Plaintiffs vehicles with dangerous defects, and which were not of high quality.

2303. Plaintiffs have been damaged as a direct and proximate result of the breaches by Ford in that the Vehicles purchased or leased by Plaintiffs were and are worth far less than what Plaintiffs paid to purchase, which was reasonably foreseeable to Ford.

2304. Plaintiffs were unaware of these defects and could not have reasonably discovered them when they purchased or leased their vehicles from Ford.

2305. Plaintiffs are entitled to damages, including the diminished value of their vehicles and the value of the non-use of the vehicles pending successful repair, in addition to any costs associated with purchasing or leasing safer vehicles, incidental and consequential damages, and all other damages allowable under the law, including such further relief as the Court deems just and proper.

**COUNT IV**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Tenn. Code Ann. § 47-2-314)**

2306. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.



2307. Ford impliedly warranted that their vehicles were of good and merchantable quality and fit, and safe for their ordinary intended use – transporting the driver and passengers in reasonable safety during normal operation, and without unduly endangering them or members of the public.

2308. As described above, there were dangerous defects in the vehicles manufactured, distributed, and/or sold by Ford, which Plaintiffs purchased or leased, including, but not limited to the Transmission Defects.

2309. These dangerous defects existed at the time the vehicles left Ford's manufacturing facilities and at the time they were sold to Plaintiffs. Furthermore, because of these dangerous defects, Plaintiffs did not receive the benefit of their bargain and the vehicles have suffered a diminution in value.

2310. These dangerous defects were the direct and proximate cause of damages to Plaintiffs.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Based on Tennessee Law)**

2311. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2312. Plaintiffs paid Ford the value of vehicles that are non-defective, and in exchange, Ford provided Plaintiffs vehicles that are, in fact, defective.

2313. Further, Plaintiffs paid Ford the value for vehicles that would not be compromised by substantial, invasive repairs, and in return received vehicles that require such repairs.

2314. Further, Plaintiffs paid Ford for vehicles they could operate, and in exchange, Ford provided Plaintiffs vehicles that could not be normally operated because their defects posed the possibility of life-threatening injuries or death.

2315. As such, Plaintiffs conferred a windfall upon Ford, which knows of the windfall and has retained such benefits, which would be unjust for Ford to retain.

2316. As a direct and proximate result of Ford's unjust enrichment, Plaintiffs have suffered and continue to suffer various damages and are entitled to remedies, including, but not limited to, restitution of all amounts by which Ford was enriched through its misconduct.

**TEXAS**  
**COUNT I**  
**VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT**  
**(Tex. Bus. & Com. Code §§ 17.41, *et seq.*)**

2317. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2318. Ford's above-described acts and omissions constitute false, misleading or deceptive acts or practices under the Texas Deceptive Trade Practices–Consumer Protection Act, TEX. BUS. & COM. CODE § 17.41, *et seq.* (“Texas DTPA”).

2319. By failing to disclose and actively concealing the dangerous defective transmissions, Ford engaged in deceptive business practices prohibited by the Texas DTPA, including (1) representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) failing to disclose information concerning Vehicles with the intent to induce consumers to purchase or lease the Vehicles.

2320. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

2321. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

2322. In purchasing or leasing their vehicles, Plaintiffs relied on the misrepresentations and/or omissions of Ford with respect of the safety and reliability of the vehicles. Ford's representations turned out not to be true because the vehicles can unexpectedly and dangerously manifest the Transmission Defects. Had

Plaintiffs known this they would not have purchased or leased their Vehicles and/or paid as much for them.

2323. Ford also breached express and implied warranties to Plaintiffs, as set out above, and are, therefore liable to Plaintiffs for damages under §§ 17.50(a)(2) and 17.50(b) of the Texas DTPA. Ford's actions also constitute an unconscionable action or course of action under § 17.50(a)(3) of the Texas DTPA.

2324. Plaintiffs sustained damages as a result of Ford unlawful acts and are, therefore, entitled to damages and other relief provided for under § 17.50(b) of the Texas DTPA. Because Ford's conduct was committed knowingly and/or intentionally, Plaintiffs are entitled to treble damages.

2325. For those Plaintiffs who wish to rescind their purchases, they are entitled under § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.

2326. Plaintiffs also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Tex. Bus. & Com. Code § 2.313)**

2327. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2328. Ford is and was at all relevant times a merchant with respect to motor vehicles under TEX. BUS. & COM. CODE § 2.104.

2329. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2330. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2331. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities as set forth above.

2332. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2333. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties

expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2334. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2335. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2336. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

2337. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable

time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2338. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in TEX. BUS. & COM. CODE § 2.711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under TEX. BUS. & COM. CODE §§ 2.711 and 2.608.

2339. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF**  
**MERCHANTABILITY**  
**(Tex. Bus. & Com. Code § 2.314)**

2340. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2341. Ford is and was at all relevant times a merchant with respect to motor vehicles under TEX. BUS. & COM. CODE § 2.104.

2342. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to TEX. BUS. & COM. CODE § 2.314.

2343. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2344. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(BASED ON TEXAS LAW)**

2345. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2346. To the extent Ford's repair commitment is deemed not to be a warranty under the Texas Business and Commerce Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2347. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2348. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at



trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Texas Law)**

2349. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2350. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2351. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2352. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge

of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

2353. Ford was deliberately silent and actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

2354. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2355. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were reasonable and justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

2356. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2357. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2358. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**UNJUST ENRICHMENT**  
**(Based on Texas Law)**

2359. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2360. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

2361. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values.

It would be inequitable, unjust, and unconscionable for Ford to retain these wrongfully obtained profits.

2362. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**UTAH**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(Utah Code Ann. § 70A-2-313)**

2363. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2364. Ford is and was at all relevant times a merchant as defined by the Uniform Commercial Code.

2365. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2366. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2367. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

2368. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened,

superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2369. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2370. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2371. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2372. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or

concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

2373. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2374. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in U.C.A. § 70A-2-608 for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of their Vehicles.

2375. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF**  
**MERCHANTABILITY**  
**(Utah Code Ann. § 70A-2-314)**

2376. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2377. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2378. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transactions.

2379. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2380. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT III**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Utah Law)**

2381. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2382. To the extent Ford's repair commitment is deemed not to be a warranty under the Utah Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2383. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2384. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT IV  
UNJUST ENRICHMENT  
(Based on Utah Law)**

2385. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2386. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

2387. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2388. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT V  
FRAUD BY CONCEALMENT  
(Based on Utah Law)**



2389. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2390. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2391. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

2392. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2393. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

2394. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

2395. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2396. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

2397. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

2398. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits.

Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2399. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

2400. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

2401. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2402. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**VERMONT**  
**COUNT I**

**Breach of Express Warranty**  
**(9A V.S.A. § 2-313 and/or § 2A-210)**

2403. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2404. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), 9A V.S.A. Sections 2-105(1) and 2A-103(h).

2405. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in 9A V.S.A. Sections 2-313 and/or 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

2406. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

2407. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

2408. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

2409. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

2410. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicles.

2411. Ford has breached its express warranties by failing to adequately repair the Vehicles and/or to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

2412. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to 9A V.S.A. Section 2-719(2) and/or the above remedy is not the exclusive remedy under 9A V.S.A. Section 2-719(1)(b).

2413. The Vehicles continue to contain defects which substantially impair the use and value of the Vehicles to Plaintiffs.

2414. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to their acceptance of the Vehicles.

2415. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and, further, by Ford's failure to disclose the aforesaid Transmission Defects and/or Ford's active concealment of same.

2416. As a result of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and the Plaintiffs cannot reasonably rely upon the Vehicles for the ordinary purpose of safe, reliable and efficient transportation.

2417. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

2418. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

2419. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**Breach of Implied Warranty of Merchantability**  
**(9A V.S.A. § 2-314 and/or § 2A-212)**

2420. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2421. Defendant is a merchant with respect to motor vehicles under the 9A V.S.A. Section 2-104(1).

2422. The Vehicles were subject to implied warranties of merchantability under 9A V.S.A. Sections 2-314 and/or Section 2A-212.

2423. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

2424. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

2425. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

2426. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

2427. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

2428. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, inter alia, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs

harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Vermont Law)**

2429. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2430. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

2431. In particular, Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was well aware and knew that the transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

2432. Ford knew or should have known that the 6F35 Transmission had the Transmission Defect, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

2433. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers such as Plaintiffs, including



but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

2434. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

2435. Had Plaintiffs known that their Vehicles suffered from the Transmission Defects, Plaintiffs would not have purchased or leased their Vehicles.

2436. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

2437. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles,

though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;

- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

2438. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

2439. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles

and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

2440. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

2441. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

2442. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

2443. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively misrepresented and continues to misrepresent the above-described symptoms as being "normal," when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

2444. Plaintiffs, reasonably relying on Ford's representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

2445. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

2446. Ford's representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles' defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were "normal," or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby eliminate or restrict their ability to substantiate their claims which require

documentary evidence of multiple repairs or repair attempts by: (a) charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely; (b) refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and (c) failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

2447. As a direct and proximate result of Ford’s fraud and concealment, Plaintiffs seek their compensatory and punitive damages in whatever amount above \$75,000.00 Plaintiffs are found to be entitled, together with interest, costs, and attorney fees, plus such other and further relief as this Court deems appropriate.

2448. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**VIOLATION OF THE VERMONT CONSUMER FRAUD ACT**  
**(Vermont Consumer Protection Act, 9 V.S.A. § 2451 *et seq.*)**

2449. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2450. The Vermont Consumer Protection Act, 9 V.S.A. § 2451 et seq. (“CPA”) prohibits “unfair methods of competition in commerce and unfair or deceptive acts or practices in commerce.

2451. Plaintiffs are each a “consumer” as defined by CPA § 2451a(a).

2452. The Vehicles are “goods” as defined by CPA § 2451a(b).

2453. Ford is a “seller” as defined by CPA § 2451a(c).

2454. The conduct of Ford, as set forth herein, constitutes unfair or deceptive acts or practices, including, inter alia, Ford’s manufacture and sale of vehicles with Transmission Defects, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead.

2455. Ford engaged in the following violative acts or practices in the conduct of commerce:

- a. Representing through its advertising, warranties, and other express representations that the Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that the vehicles’ transmissions were of a particular standard or quality when they were not;

- c. Advertising the vehicles and in particular the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;
- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;

- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the subject transaction;
- k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

2456. Ford's deceptive practices were specifically designed to induce Plaintiffs to purchase or lease their vehicles with the "upgraded" 6F35 transmission.

2457. The above-described conduct violated the Vermont CPA.

2458. Ford's actions and omissions evince fraud by Ford's failure to sell the Vehicles in a manner and of the nature advertised and offered by Ford, creating a presumption of intention to violate the Vermont CPA.

2459. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.



2460. As a proximate result of Ford's violations as set forth herein, Plaintiffs have suffered a loss within the meaning of the CPA, and are entitled to recover actual damages, as well as enhanced damages up to three times Plaintiffs' actual damages.

2461. As a proximate result of Ford's violations as set forth herein, Plaintiffs seek their actual damages, treble damages, interest, costs, and reasonable attorney fees.

**VIRGINIA  
COUNT I  
VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTIONS  
(Va. Code § 59.1-196 *et seq.*)**

2462. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2463. Plaintiffs are or were at all relevant times "persons" within the meaning of Virginia Consumer Protection Act ("Virginia CPA") for all purposes therein.

2464. Ford is and was at all relevant times a "person" within the meaning of the Virginia CPA for all purposes therein.

2465. Ford is and was at all relevant times a "supplier" under § 59.1-198 of the Virginia CPA.

2466. Ford participated in deceptive acts or practices that violated the Virginia CPA, as described above and below. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships' violations because

Ford dealerships act as Ford's agents in the United States for purposes of sales and marketing.

2467. Ford engaged in deceptive acts or practices prohibited by the Virginia CPA, including among others (1) representing that Vehicles have characteristics, uses, and benefits that they do not have and (2) representing that Vehicles are of a particular standard, quality, and grade when they are of another which differs materially from the representation. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

2468. Ford knew or had reason to know that its representations were false. Ford knew that the Fusion transmissions were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having duty to do so.

2469. Ford engaged in further deceptive acts or practices prohibited by the Virginia CPA by willfully failing to disclose or willfully concealing, suppressing or omitting material facts about Vehicles. Specifically, Ford failed to disclose and actively concealed the dangerous risk of transmission failure in Vehicles equipped with 6F35 and CVT transmissions. Ford knew that the Fusion transmissions were defectively designed or manufactured, would fail without warning, and were not

suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

2470. Ford's acts or practices alleged herein are unconscionable because among other reasons, Ford knew or had reason to know they had made misleading statements of fact and opinion on which Plaintiffs were likely to rely to their detriment.

2471. Ford's deceptive and unconscionable acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles as a result of Ford's violations of the Virginia CPA.

2472. Plaintiffs suffered loss as a result of Ford's violations of the Virginia CPA detailed above. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe. The Transmission Defects and the attendant safety risks have impaired the value of the Vehicles.

2473. Pursuant to § 59.1-204 of the Virginia CPA, Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs and treble damages.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Va. Code § 8.2-313)**

2474. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2475. Ford is and was at all relevant time a “merchant” with respect to motor vehicles under Va. Code § 8.2-104.

2476. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2477. Ford breached the express warranty to repair to correct defects in material and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles’ materials and workmanship defects.

2478. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities as set forth above.

2479. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally, these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford’s marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2480. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2481. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2482. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2483. Also, as alleged in more detailed herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

2484. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential

damages have already been suffered due to Ford's fraudulent conduct as alleged herein. Due to Ford's failure to provide such limited remedy within a reasonable time, placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2485. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs asserts as an additional and/or alternative remedy, as set forth in Va. Code § 8.2-711, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under Va. Code §§ 8.2-711 and 8.2-608.

2486. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Va. Code § 8.2-314)**

2487. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2488. Plaintiffs are or were at all relevant times "natural persons" within the meaning of Va. Code § 8.2-318.

2489. Ford is and was at all relevant times a merchant with respect to motor vehicles under Va. Code § 8.2-104.

2490. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to Va. Code § 8.2-314.

2491. These Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2492. Privity is not required because the Vehicles are inherently dangerous.

2493. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV  
NEGLIGENCE  
(Based on Virginia Law)**

2494. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2495. Plaintiffs are or were at all relevant times the owners or lessees of Ford vehicles that were manufactured, assembled, designed, distributed and otherwise placed in the stream of commerce by Ford.

2496. Ford had a duty to manufacture a product which would be safe for its intended and foreseeable uses and users, including the use to which it was put by Plaintiffs. Ford breached its duty to Plaintiffs because it was negligent in the design, development, manufacture, and testing of the Vehicles.

2497. Ford was negligent in its design, development, manufacture, and testing of the Vehicles in that it knew, or in the exercise of reasonable care should have known, that they were prone to sudden and dangerous manifestations of the Transmission Defects.

2498. Ford negligently failed to adequately warn and instruct Plaintiffs of the defective nature of the Vehicles, of the high degree of risk attendant to using them, given that Plaintiffs would be ignorant of the said defects.

2499. Ford further breached its duties to Plaintiffs by supplying Vehicles directly and/r through a third person to be used by such foreseeable persons such as Plaintiffs when:

- a. Ford knew or had reason to know, that the Vehicles were dangerous or were likely to be dangerous for the use for which they were supplied; and
- b. Ford failed to exercise reasonable care to inform customers of the dangerous condition, or of the facts under which the Vehicles are likely to be dangerous.

2500. As a result of Ford's negligence, Plaintiffs suffered damages.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Virginia Law)**



2501. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2502. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of its vehicles that in equity and good conscience should be disclosed.

2503. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2504. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

2505. Ford actively and knowingly concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase the Vehicles at a higher price for the vehicles, which did not match the Vehicles' true value.

2506. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2507. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

2508. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their purchase or lease of the Vehicles and obtain restitution or (b) affirm their purchase or lease of the Vehicles and recover damages.

2509. Ford's conduct warrants an assessment of exemplary damages in an amount which is equal to the amount of the actual damages awarded to Plaintiffs.

2510. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**IN THE ALTERNATIVE, UNJUST ENRICHMENT**  
**(Based on Virginia Law)**

2511. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2512. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

2513. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

2514. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2515. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**WASHINGTON**  
**COUNT I**

**VIOLATION OF THE CONSUMER PROTECTION ACT**  
**(Rev. Code Wash. Ann. §§ 19.86.010, *et seq.*)**

2516. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2517. The conduct of Ford as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, Ford's manufacture and sale of vehicles with defective transmissions, which Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of its vehicles.

2518. Ford's actions as set forth herein occurred in the conduct of trade or commerce.

2519. Ford's actions impact the public interest because Plaintiffs were injured in exactly the same way as millions of others purchasing and/or leasing Ford vehicles as a result of Ford's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business.

2520. Plaintiffs were injured as a result of Defendant's conduct. Plaintiffs overpaid for their Vehicles and did not receive the benefit of their bargain, and their vehicles have suffered a diminution in value.

2521. Ford's conduct proximately caused the injuries to Plaintiffs.

2522. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

2523. Pursuant to WASH. REV. CODE. ANN. § 19.86.095, Plaintiffs will serve the Washington Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Rev. Code Wash. § 62A.2-313)**

2524. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2525. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2526. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2527. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2528. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

2529. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote

the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2530. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2531. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2532. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2533. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses.

2534. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2535. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in REV. CODE WASH. § 62A.2-608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned.

2536. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF**  
**MERCHANTABILITY**  
**(Rev. Code Wash. § 62A.2-614)**

2537. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2538. Ford is and was at all relevant times a merchant with respect to motor vehicles.

2539. A warranty that the Vehicles were in merchantable condition is implied by law in the instant transactions.

2540. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2541. Privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only.

2542. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(BASED ON WASHINGTON LAW)**

2543. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2544. To the extent Ford's repair commitment is deemed not to be a warranty under Washington's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of



any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2545. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2546. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT V**  
**FRAUD BY CONCEALMENT**  
**(Based on Washington Law)**

2547. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2548. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of their vehicles.

2549. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

2550. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2551. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

2552. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2553. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2554. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT VI**  
**UNJUST ENRICHMENT**  
**(Based on Washington Law)**

2555. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2556. Ford had knowledge of the safety defects in its vehicles, which it failed to disclose to Plaintiffs.

2557. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price for their vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

2558. Ford appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiffs, who without knowledge of the safety defects paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2559. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**WEST VIRGINIA**  
**COUNT I**

**VIOLATIONS OF THE CONSUMER CREDIT AND PROTECTION ACT  
(W. Va. Code § 46A-1-101, *et seq.*)**

2560. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2561. Ford is a “person” under W.VA. CODE § 46A-1-102(31).

2562. Plaintiffs are “consumers,” as defined by W.VA. CODE §§ and 46A-1-102(12) and 46A-6-102(2), who purchased or leased one or more Vehicles.

2563. Ford participated in unfair or deceptive acts or practices that violated the Consumer Credit and Protection Act (“CCPA”), W. VA. CODE § 46A-1-101, *et seq.* as described above and below. Ford is directly liable for these violations of law, and Ford also is liable for Ford dealerships’ violations because Ford dealerships act as Ford’s agents in the United States for purposes of sales and marketing.

2564. By failing to disclose and actively concealing the dangerous defective transmissions, Ford engaged in deceptive business practices prohibited by the CCPA, W. VA. CODE § 46A-1-101, *et seq.*, including (1) representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of

a transaction involving Vehicles has been supplied in accordance with a previous representation when it has not.

2565. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

2566. Ford knew that the Fusion transmissions were defectively designed or manufactured, would fail without warning, and were not suitable for their intended use. Ford nevertheless failed to warn Plaintiffs about these inherent dangers despite having a duty to do so.

2567. Ford owed Plaintiffs a duty to disclose the defective nature of Vehicles, including the dangerous risk of transmission failure and sudden manifestation of the Transmission Defects while in operation because Ford:

- a. Possessed exclusive knowledge of the Transmission Defects rendering Vehicles inherently more dangerous and unreliable than similar vehicles;
- b. Intentionally concealed the hazardous situation with Vehicles through their deceptive marketing campaign and recall program that they designed to hide the life-threatening problems from Plaintiffs; and/or

- c. Made incomplete representations about the safety and reliability of the Vehicles generally, and Fusion transmissions in particular, while purposefully withholding material facts from Plaintiffs that contradicted these representations.

2568. Ford's unfair or deceptive acts or practices were likely to deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

2569. Ford has also engaged in business acts or practices that are unlawful because they violate the National Traffic and Motor Vehicle Safety Act of 1996 (the "Safety Act"), codified at 49 U.S.C. § 30101, *et seq.*, and its regulations.

2570. Ford violated 49 U.S.C. § 3-112(a)(1) by manufacturing for sale, selling, offering for introduction in interstate commerce, or importing into the United States, Vehicles equipped with defective transmissions that failed to comply with applicable FMVSS.

2571. Ford violated 49 U.S.C. § 30115(a) by certifying that Vehicles equipped with defective transmissions complied with applicable FMVSS when, in the exercise of reasonable care, Ford had reason to know that the certification was false or misleading because the defective Fusion transmissions led to manifestations of the Transmission Defects and created attendant safety risks when the Vehicles were in operation.

2572. As a result of its violations of the CCPA detailed above, Ford caused ascertainable loss to Plaintiffs and, if not stopped, will continue to harm Plaintiffs. Plaintiffs currently own or lease, or within the relevant time period have owned or leased, Vehicles that are defective and inherently unsafe.

2573. Plaintiffs risk irreparable injury as a result of Ford's acts and omissions in violation of the CCPA, and these violations present a continuing risk to Plaintiffs as well as to the general public.

2574. Pursuant to W. VA. CODE § 46A-6-106, Plaintiffs seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$200 per violation of the CCPA for each Plaintiff.

2575. Plaintiffs also seek punitive damages against Ford because it carried out despicable conduct with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs to cruel and unjust hardship as a result. Ford intentionally and willfully misrepresented the safety and reliability of Vehicles, deceived Plaintiffs on life-or-death matters, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting a deadly flaw in the Vehicles it repeatedly promised Plaintiffs were safe. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

2576. The recalls and repairs instituted by Ford have not been adequate. Ford Vehicles still are defective and dangerous.

2577. Plaintiffs further seek an order enjoining Ford's unfair or deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's fees under W. VA. CODE § 46A-5-101, *et seq.*, and any other just and proper relief available under the CCPA.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(W. Va. Code § 46-2-313)**

2578. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2579. Ford is and was at all relevant times a seller of motor vehicles under W. VA. CODE § 46-2-313, and is also a "merchant" as the term is used in W. VA. CODE § 46A-6-107.

2580. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2581. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2582. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.



2583. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2584. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2585. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2586. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2587. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

2588. Additionally, the enforcement under these circumstances of any limitations on the recovery of incidental and/or consequential damages, or indeed any limitations whatsoever on any express warranty, is unenforceable pursuant to W. VA. CODE § 46A-6-107(a)(2).

2589. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2590. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in W. VA. CODE § 46A-6A-4, for a revocation of acceptance of the goods, and for a return to Plaintiffs of

the purchase or lease price of all vehicles currently owned and for such other incidental and consequential damages as allowed under W. VA. CODE § 46A-6A-1, *et seq.*

2591. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(W. Va. Code § 46-2-314)**

2592. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2593. Ford is and was at all relevant times a seller of motor vehicles under W. VA. CODE § 46-2-314, and is also a "merchant" as the term is used in W. VA. CODE § 46A-6-107 and § 46-2-314.

2594. A warranty that the Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to W. VA. CODE § 46-2-314.

2595. These vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Vehicles are inherently defective in that manifestations of the Transmission Defects may occur suddenly and without warning in traffic.

2596. Plaintiffs have had sufficient direct dealings with either Ford or their agents (dealerships) to establish privity of contract between Plaintiffs and Ford.

Notwithstanding this, privity is not required in this case for Plaintiffs pursuant to W. VA. CODE § 46A-6-107. Moreover, privity is not required as to any Plaintiff because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate users or owners only. Finally, privity is also not required because Plaintiffs' Vehicles are dangerous instrumentalities due to the aforementioned defects and nonconformities.

2597. As a direct and proximate result of Ford's breach of the warranties of merchantability, Plaintiffs have been damaged in an amount to be proven at trial.

**COUNT IV**  
**REVOCACTION OF ACCEPTANCE/STATUTORY CLAIM**  
**FOR DIMINISHED VALUE**  
**(W. Va. Code § 46A-6A-1, et seq. and W. Va. Code § 46-2-608)**

2598. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2599. Plaintiffs are "consumers," as defined by W.VA. CODE §§ 46A-1-102(12), 46A-6-102(2) and 46A-6A-2 who purchased or leased one or more Vehicles.

2600. Ford is and was at all relevant times a “manufacturer” of motor vehicles under W. VA. CODE § 46A-6A-2.

2601. The warranties described in Count III, above, are “manufacturer’s express warrant[ies]” under W. VA. CODE § 46A-6A-2.

2602. The Vehicles are “motor vehicles” under W. VA. CODE § 46A-6A-2.

2603. As set forth above, the defective vehicles do not conform to all applicable express warranties.

2604. Ford was provided notice of these nonconformities by numerous complaints filed against it, including earlier litigation on substantially the same facts, and by numerous individual letters and communications sent by Plaintiffs before or within a reasonable amount of time after the allegations of vehicle defects became public.

2605. Ford has been unable or unwilling to repair the Vehicles so as to conform to the Vehicles to its warranties. Additionally, Ford has refused to replace the Vehicles with new motor vehicles which are not defective.

2606. Ford has had at least one opportunity to conform the Vehicles to the express warranties, but failed to do so.

2607. Pursuant to W. VA. CODE § 46A-6A-4, Plaintiffs seek: (a) revocation of acceptance and refund of the vehicle purchase price and all fees paid, (b) in the alternative to revocation of acceptance, damages for diminished value of the

Vehicles, (c) damages in the amount of the cost to repair the vehicle so that it conforms to the warranties, (d) damages for loss of use and annoyance and inconvenience, and (e) attorney fees.

2608. As of the time of the filing of this pleading, Ford has been aware for a reasonable time of the breach of warranty claims alleged by West Virginians who purchased or leased defective Vehicles. Nevertheless, Ford has never insisted, or even mentioned, in writing any “third party dispute resolution process” as contemplated by W. VA. CODE § 46A-6A-8. As such, under W. VA. CODE § 46A-6A-8(b), even if any “qualified third party dispute resolution process” exists (which Plaintiffs deny), Plaintiffs have not received, and could not now receive, timely notice in writing of such a procedure, and they have no obligation to submit to such a procedure before bringing a claim pursuant to W. VA. CODE § 46A-6A-4.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Based on West Virginia Law)**

2609. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2610. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford’s concealment of same, Ford charged a higher price than the Vehicles’ true value, and Ford obtained monies which rightfully belong to Plaintiffs.

2611. Ford knowingly enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2612. Plaintiffs, therefore, are entitled to restitution and seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**COUNT VI**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY/BREACH**  
**OF DUTY OF GOOD FAITH AND FAIR DEALING**  
**(Based on West Virginia Law)**

2613. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2614. To the extent Ford's repair commitment is deemed not to be a warranty under West Virginia's Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2615. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2616. Moreover, all contracts in West Virginia carry with them an implied duty of good faith and fair dealing. Ford breached that duty by failing to repair or replace the Vehicles evidencing the Transmission Defects, and in other ways.

2617. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

**COUNT VII**  
**FRAUD BY CONCEALMENT**  
**(Based on West Virginia Law)**

2618. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2619. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of the subject Vehicles and their transmissions.

2620. The Vehicles are dangerous products that have caused injury to many people, including Plaintiffs.

2621. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those



facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2622. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Defendant possessed exclusive knowledge of the defects rendering the Vehicles inherently more dangerous and unreliable than similar vehicles.

2623. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease the Vehicles at a higher price that did not match the Vehicles' true value.

2624. Ford still has not made full and adequate disclosure and continues to defraud Plaintiffs.

2625. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public or Plaintiffs.

2626. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. Plaintiffs reserve their right to elect either to (a) rescind their

purchase or lease of Vehicles and obtain restitution or (b) affirm their purchase or lease of Vehicles and recover damages.

2627. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage. For those Plaintiffs who elect to affirm the sale, these damages include the difference between the actual value of that which Plaintiffs paid and the actual value of that which they received, together with additional damages arising from the sales transaction, amounts expended in reliance upon the fraud, compensation for loss of use and enjoyment of the property, and/or lost profits. Those Plaintiffs who want to rescind the purchase are entitled to restitution and consequential damages.

2628. Ford's acts were done willfully, wantonly, fraudulently, or maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford.

2629. Ford acted with an evil mind as Ford pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs.

2630. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2631. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory

damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**WISCONSIN**  
**COUNT I**  
**VIOLATIONS OF THE WISCONSIN**  
**DECEPTIVE TRADE PRACTICES ACT**  
**(Wisc. Stat. § 110.18)**

2632. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2633. Ford's above-described acts and omissions constitute false, misleading or deceptive acts or practices under the Wisconsin Deceptive Trade Practices Act § 110.18 ("Wisconsin DTPA").

2634. By failing to disclose and misrepresenting the risk of the defective transmissions, Ford engaged in deceptive business practices prohibited by the Wisconsin DTPA, including (1) representing that Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving

Vehicles has been supplied in accordance with a previous representation when it has not.

2635. As alleged above, Ford made numerous material statements about the safety and reliability of Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

2636. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Vehicles.

2637. In purchasing or leasing their vehicles, Plaintiffs relied on the misrepresentations and/or omissions of Ford with respect of the safety and reliability of the vehicles. Ford's representations turned out not to be true because the vehicles can unexpectedly and dangerously exhibit the Transmission Defects. Had Plaintiffs known this they would not have purchased or leased their Vehicles and/or paid as much for them.

2638. Plaintiffs sustained damages as a result of Ford's unlawful acts and are, therefore, entitled to damages and other relief provided for under § 110.18(11)(b)(2) of the Wisconsin DTPA. Because Ford's conduct was committed knowingly and/or intentionally, Plaintiffs are entitled to treble damages.

2639. Plaintiffs also seek court costs and attorneys' fees under § 110.18(11)(b)(2) of the Wisconsin DTPA.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**  
**(Wisc. Stat. § 402.313)**

2640. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2641. Ford is and was at all relevant times a merchant with respect to motor vehicles under WISC. STAT. § 402.104.

2642. In the course of selling its vehicles, Ford expressly warranted in writing that the Vehicles were covered by a Warranty.

2643. Ford breached the express warranty to repair to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired, and has been unable to repair, the Vehicles' materials and workmanship defects.

2644. In addition to this Warranty, Ford expressly warranted several attributes, characteristics and qualities, as set forth above.

2645. These warranties are only a sampling of the numerous warranties that Ford made relating to safety, reliability and operation, which are more fully outlined in Section IV.A., *supra*. Generally these express warranties promise heightened, superior, and state-of-the-art safety, reliability, performance standards, and promote the benefits of the Fusion transmissions. These warranties were made, *inter alia*, in

advertisements, in Ford's marketing materials, and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between the parties.

2646. These additional warranties were also breached because the Vehicles were not fully operational, safe, or reliable, nor did they comply with the warranties expressly made to purchasers or lessees. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

2647. Furthermore, the limited warranty of repair fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs whole and because Ford has failed and/or refused to adequately provide the promised remedies within a reasonable time.

2648. Accordingly, recovery by Plaintiffs is not limited to the limited warranty of repair to parts defective in materials or workmanship, and Plaintiffs seek all remedies as allowed by law.

2649. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Vehicles, it knew they did not conform to the warranties and were inherently defective, and Ford wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Vehicles. Plaintiffs were therefore induced to purchase or lease the Vehicles under false and/or fraudulent pretenses. Under

these circumstances, any limitations whatsoever precluding the recovery of incidental and/or consequential damages are unenforceable.

2650. Moreover, many of the damages flowing from the Vehicles cannot be resolved through the limited remedy of repair, as those incidental and consequential damages have already been suffered due to Ford's fraudulent conduct as alleged herein. and due to their failure to provide such limited remedy within a reasonable time, and placing any limitation on Plaintiffs' remedies would render them insufficient to make Plaintiffs whole.

2651. Plaintiffs had sufficient direct dealings with Ford to establish privity of contract. Notwithstanding this, privity is not required in this case because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers; specifically, they are the intended beneficiaries of Ford's warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the ultimate consumers only.

2652. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs assert as an additional and/or alternative remedy, as set forth in WISC. STAT. § 402.608, for a revocation of acceptance of the goods, and for a return to Plaintiffs of the purchase or lease price of all vehicles currently owned and for such other

incidental and consequential damages as allowed under Wisc. Stat. §§ 402.711 and 402.608.

2653. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs have been damaged in an amount to be determined at trial.

**COUNT III**  
**BREACH OF CONTRACT/COMMON LAW WARRANTY**  
**(Based on Wisconsin Law)**

2654. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2655. To the extent Ford's repair commitment is deemed not to be a warranty under the Uniform Commercial Code as adopted in Wisconsin, Plaintiffs plead in the alternative under common law warranty and contract law. Ford limited the remedies available to Plaintiffs to just repairs needed to correct defects in materials or workmanship of any part supplied by Ford, and/or warranted the quality or nature of those services to Plaintiffs.

2656. Ford breached this warranty or contract obligation by failing to repair or replace the Vehicles evidencing the Transmission Defects.

2657. As a direct and proximate result of Ford's breach of contract or common law warranty, Plaintiffs have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.



**COUNT IV**  
**FRAUD BY CONCEALMENT**  
**(Based on Wisconsin Law)**

2658. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2659. As set forth above, Ford concealed and/or suppressed material facts concerning the safety of their vehicles.

2660. Ford had a duty to disclose these safety issues because it consistently marketed its vehicles as safe and proclaimed that safety is one of Ford's highest corporate priorities. Once Ford made representations to the public about safety, Ford was under a duty to disclose these omitted facts, because, where one does speak, one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

2661. In addition, Ford had a duty to disclose these omitted material facts because they were known and/or accessible only to Ford who have superior knowledge and access to the facts, and Ford knew they were not known to or reasonably discoverable by Plaintiffs. These omitted facts were material because they directly impact the safety of the Vehicles. Ford possessed exclusive knowledge of the Transmission Defects rendering Plaintiffs' Vehicles inherently more dangerous and unreliable than similar vehicles.

2662. Ford actively concealed and/or suppressed these material facts, in whole or in part, with the intent to induce Plaintiffs to purchase or lease their Vehicles at a higher price, which did not match the Vehicles' true value.

2663. Ford still have not made full and adequate disclosure and continue to defraud Plaintiffs.

2664. Plaintiffs were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' actions were justified. Ford was in exclusive control of the material facts, and such facts were not known to the public or Plaintiffs.

2665. As a result of the concealment and/or suppression of the facts, Plaintiffs sustained damage.

2666. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

2667. As a direct and proximate result of Ford's fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary

damages, attorneys' fees, costs, and all equitable and other relief available under the law.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Based on Wisconsin Law)**

2668. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2669. As a result of its wrongful and fraudulent acts and omissions, as set forth above, regarding the Transmission Defects and Ford's concealment of same, Ford charged a higher price than the Vehicles' true value, and Ford obtained monies which rightfully belong to Plaintiffs.

2670. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs, who paid a higher price for vehicles which actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

2671. Plaintiffs, therefore, seek an order establishing Ford as constructive trustee of the profits unjustly obtained, plus interest.

**WYOMING**  
**COUNT I**  
**BREACH OF EXPRESS WARRANTY**  
**(Based on Wyoming Law)**

2672. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2673. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).

2674. Each Plaintiff's purchase or lease of their vehicle was accompanied by an express warranty as defined in UCC Sections 2-313 and/or 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

2675. Plaintiffs' Vehicles were not as warranted and represented in that the vehicles have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

2676. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

2677. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

2678. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

2679. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicles.

2680. Ford has breached its express warranties by failing to adequately repair the Vehicles and/or to repair the Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

2681. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the Vehicles' defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to UCC Section 2-719(2) and/or the above remedy is not the exclusive remedy under UCC Section 2-719(1)(b).

2682. The Vehicles continue to contain defects which substantially impair the use and value of the Vehicles to Plaintiffs.

2683. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to their acceptance of the Vehicles.

2684. Ford induced Plaintiffs' acceptance of the Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and, further, by Ford's failure to disclose the aforesaid Transmission Defects and/or Ford's active concealment of same.

2685. As a result of the Transmission Defects, the Plaintiffs have lost faith and confidence in the Vehicles and the Plaintiffs cannot reasonably rely upon the Vehicles for the ordinary purpose of safe, reliable and efficient transportation.

2686. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

2687. To the extent that Plaintiffs' Vehicles are subject to a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

2688. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Based on Wyoming Law)**

2689. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2690. Defendant is a merchant with respect to motor vehicles under the Uniform Commercial Code Section 2-104(1).

2691. The Vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and/or Section 2A-212.

2692. The Vehicles were not fit for the ordinary purpose for which such goods are used and/or the vehicles would not pass without objection in the trade for the product description.

2693. The Transmission Defects and problems hereinbefore described rendered the Vehicles unmerchantable.

2694. Ford failed to adequately remedy the Transmission Defects in the Vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

2695. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered damages.

2696. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

2697. As a direct and proximate result of Ford's breach, Plaintiffs seek all damages they are found to be entitled, including, *inter alia*, a refund of the purchase or lease price paid by Plaintiffs for their respective vehicle, incidental, consequential, and actual damages; an order requiring Ford to indemnify and hold Plaintiffs

harmless for any lease or finance contract covering the Vehicles, costs, interest, and actual attorney fees; and all other relief this Court deems equitable.

**COUNT III**  
**FRAUD BY MISREPRESENTATION AND CONCEALMENT**  
**(Based on Wyoming law)**

2698. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2699. Ford committed fraud by selling or leasing the Vehicles to Plaintiffs without disclosing that the Vehicles and their transmissions were defective and susceptible to sudden and premature failure.

2700. In particular, Plaintiffs are informed, believe, and thereon allege that prior to acquiring their Vehicles, Ford was aware and knew that the 6F35 Transmission installed on the Vehicles were defective, but Ford concealed this fact from Plaintiffs at the time of sale and thereafter.

2701. Ford knew or should have known that the 6F35 Transmission had the Transmission Defect, which presents a safety hazard and is unreasonably dangerous to consumers because it can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, and deceleration.

2702. Plaintiffs are informed, believe and thereon allege that Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers such as Plaintiffs, including



but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information.

2703. Plaintiffs are informed, believe, and thereon allege that while Ford knew about the Transmission Defect, and its safety risks since 2009, if not before, Ford concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their transmissions to Plaintiffs at the time of sale or lease and thereafter.

2704. Had Plaintiffs known that their Vehicles suffered from the Transmission Defect, Plaintiffs would not have purchased or leased their Vehicles.

2705. Indeed, Ford knew that its Vehicles and their transmissions suffered from an inherent defect, were defective, would fail prematurely, and were not suitable for their intended use.

2706. Ford was under a duty to Plaintiffs to disclose the defective nature of the Vehicles and their transmissions, the safety consequences, and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and its potential consequences prior to Plaintiffs acquiring their Vehicles,

though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;

- b. Ford was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicles equipped with 6F35 Transmission; and
- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defects and its potential consequences until well after Plaintiffs purchased their Vehicles.

2707. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

2708. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Vehicles. Had Plaintiffs known that their vehicles

and their transmissions were defective at the time of sale, they would not have purchased or leased their Vehicles.

2709. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the vehicles' transmissions and will disclose any such defect to its consumers before selling such vehicles.

2710. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

2711. Ford's representations were expected and intended to induce Plaintiffs to purchase the Vehicles equipped with 6F35 Transmissions and to pay the increased price for same.

2712. Ford further withheld and continues to withhold information concerning the Transmission Defects set forth herein, and affirmatively misrepresented and continues to misrepresent the above-described symptoms as being "normal," when Ford knew and continue to know that its representations and omissions are misleading and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above-described Transmission Defects.

2713. Plaintiffs, reasonably relying on Ford's representations and omissions were deceived into purchasing the Vehicles at prices far in excess of the values which would have been assigned to the Vehicles had these Transmission Defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

2714. Had Plaintiffs known of the true nature of the Transmission Defects, Plaintiffs would not have purchased or leased the Vehicles or, alternatively, would not have paid the contract or lease price.

2715. Ford's representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles' defective 6F35 Transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were "normal," or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, Ford actively discouraged Plaintiffs from discovering the nature and existence of and thereby

eliminate or restrict their ability to substantiate their claims which require documentary evidence of multiple repairs or repair attempts by:

- a. charging “inspection fees” for warranty work in order to deter Plaintiffs from seeking repairs and submitting claims timely;
- b. refusing to service vehicles because Plaintiffs have commenced litigation against Ford, to limit the number of repairs or repair attempts; and
- c. failing to provide service records upon request by Plaintiffs, to further limit Plaintiff’s ability to corroborate the existence of multiple repairs or repair attempts.

2716. As a direct and proximate result of Ford’s fraudulent actions and concealment of material facts as described herein, each Plaintiff seeks compensatory damages, consequential damages, incidental damages, punitive damages, exemplary damages, attorneys’ fees, costs, and all equitable and other relief available under the law.

**COUNT IV**  
**WYOMING CONSUMER PROTECTION ACT**  
**(Wyo. Stat. § 40-12-101, *et seq.*)**

2717. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint and its attachments.

2718. The Wyoming Consumer Protection Act, Wyo. Stat. § 40-12-101, et seq. (“the Act”) prohibits “deceptive trade practice” defined under the Act “in the course of his business and in connection with a consumer transaction.”

2719. The Vehicles are Merchandise under the Act.

2720. Ford is a Person under the Act.

2721. The Vehicles’ purchase or lease and all applicable warranties constitute a Consumer Transaction under the Act.

2722. Ford’s representations, directly and through its authorized dealerships, constitute Advertisement under the Act.

2723. Ford knowingly represented the Vehicles were of a standard and quality that they were not.

2724. Ford knowingly showed and sold the Vehicles to Plaintiffs knowing that they were not practicable for the purpose set forth in Ford’s advertisements.

2725. Ford’s actions and inactions as plead herein constitute unfair and deceptive acts and practices under the Act.

2726. Ford’s conduct, acts and practices as plead herein, is unfair and deceptive under the Act, for the following reasons, *inter alia*:

- a. Ford manufactured and sold the Vehicles with Transmission Defects,
- b. Ford failed to adequately investigate, disclose, and remedy, and its misrepresentations and omissions regarding the safety and reliability of

its vehicles, which misrepresentations and omissions possessed the tendency or capacity to mislead;

- c. representing through its advertising, warranties, and other express representations that the Vehicles' transmissions had benefits or characteristics that they did not actually have;
- d. representing that the vehicles' transmissions were of a particular standard or quality when they were not;
- e. advertising the vehicles and in particular the vehicles' transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the vehicles and transmissions;
- f. at the time of the aforesaid sales and leases, Ford knew or had reason to know that the Vehicles had Transmission Defects, as described *supra*, but Ford failed to disclose this material information to Plaintiffs;
- g. failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- h. failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;

- i. misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged.

2727. Ford's unfair and deceptive practices were knowingly designed to induce Plaintiffs to purchase or lease the Vehicles.

2728. The above-described conduct violated the Act.

2729. As a proximate result of Ford's violations as set forth herein, and Plaintiffs' reliance thereon, Plaintiffs have suffered a loss within the meaning of the Act, and are entitled to recover actual damages and reasonable attorney fees.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that this Honorable Court enter the following relief:

- A. A judgment against Ford and in favor of each Plaintiff on each count;
- B. Monetary relief as available on each count by law, including direct and consequential damages, incidental damages, actual damages, diminution in value of the vehicles, punitive damages, statutory damages, exemplary damages, and other monetary relief due as established at trial;



- C. Revocation of acceptance and damages incurred in revoking acceptance;
- D. Refund of the purchase and lease price paid;
- E. Indemnification of each Plaintiff and to hold each Plaintiff harmless with respect to any lease or finance contract covering each of Plaintiffs' vehicles;
- F. Equitable, declaratory, and injunctive relief, including but not limited to the following:
  - a. disgorgement and restitution of Ford's wrongful profits, revenues, and benefits, to the extent and in the amount deemed appropriate by the Court;
  - b. A judicial declaration that the Vehicles' transmissions have a material safety defect;
  - c. A judicial declaration that Ford has breached its warranties issued to Plaintiffs;
  - d. A judicial declaration that Ford failed to comply with the defect notification and remedy requirements contained at 49 U.S.C. § 30118 and 49 U.S.C. § 30120;

- e. A judicial decree requiring Ford to comply with the defect notification and remedy requirements contained at 49 U.S.C. § 30118 and 49 U.S.C. § 30120;
  - f. A judicial decree requiring that Ford notify the public and NHTSA of the existence of the Transmission Defects;
  - g. A judicial decree requiring that Ford recall Plaintiffs' Vehicles;
  - h. A judicial decree requiring that Ford provide an adequate repair for Plaintiffs' Vehicles; and
  - i. A judicial decree requiring that Ford provide replacement vehicles in the event that Ford cannot provide an adequate repair.
- G. Costs, attorney fees, pre- and post-judgment interest; and
- H. Such other relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial in the above-entitled cause.

Respectfully submitted,

BY: /s/ Kenneth A. Stern

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*Attorneys for Plaintiffs*

DATED: April 12, 2024

**PROOF OF SERVICE**

The undersigned attorney certifies that, on April 12, 2024, she filed a copy of the foregoing document using the CM/ECF system, which will send notice of such filing to all attorneys of record.

/s/ Amy L. Marino

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